

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM777069

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ADC THERAPEUTICS SA		12/20/2022	Société Anonyme (Sa): SWITZERLAND
RECEIVING PARTY DATA			
Name:	OWL ROCK OPPORTUNISTIC MASTER FUND I, L.P.		
Street Address:	399 PARK AVENUE, 38TH FLOOR		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	97571344	ZYNLONTA	
Serial Number:	97571349	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>		
Email:	IPDOCKET@LW.COM, KRISTIN.AZCONA@LW.COM		
Correspondent Name:	LATHAM & WATKINS LLP		
Address Line 1:	650 Town Center Drive, 20th Fl		
Address Line 4:	Costa Mesa, CALIFORNIA 92626		
ATTORNEY DOCKET NUMBER:	058516-0144		
NAME OF SUBMITTER:	KRISTIN AZCONA		
SIGNATURE:	/KJA/		
DATE SIGNED:	12/28/2022		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “Agreement”) is made as of December 20, 2022, by ADC THERAPEUTICS SA (“Grantor”), in favor of OWL ROCK OPPORTUNISTIC MASTER FUND I, L.P., as agent for the Secured Parties (as defined in the Loan Agreement referenced below) (in such capacity, together with its successors and assigns in such capacity, “Grantee”):

WITNESSETH

WHEREAS, ADC Therapeutics SA, a company formed under the laws of Switzerland (“Borrower”), 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 Loan and Guaranty, dated as of August 15, 2022 (as amended, restated, supplemented or otherwise modified from time to time, the “Loan 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, Borrower; and

WHEREAS, pursuant to the terms of that certain Security Agreement dated as of August 15, 2022, by and among Grantee, Borrower and the other “Grantors” (as defined therein) from time to time party thereto (as the same may be amended, restated, amended and 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 Intellectual Property Collateral (as defined in the Loan Agreement), including all Trademarks (as defined in the Loan Agreement), together with the goodwill of the business symbolized by such Trademarks, and all income, royalties, damages and payments with respect to the foregoing, to secure the payment of all Secured Obligations (as defined in the Loan Agreement), in each case other than Excluded Assets (as defined in the Loan Agreement) therein.

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 Loan Agreement and Security Agreement. The provisions of Sections 11.9, 11.10, 11.11 and 11.20 (with respect to Governing Law; Venue and Jurisdiction; Waiver of Jury Trial and Service of Process) of the Loan 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 Loan 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 Yield Protection Premium 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 included in the Intellectual Property Collateral, 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 Security Documents or English Security Documents (in each case, as defined in the Loan Agreement).

3. Release. Section 11.24 of the Loan Agreement is incorporated herein and shall apply hereto *mutatis mutandis*.

4. Counterparts. This Agreement may be executed in several counterparts, and by each party on separate counterparts, each of which when so delivered shall be deemed an original, but all of which counterparts shall constitute but one and the same instrument. Delivery of an executed counterpart of a signature page of this Agreement or any other Loan Document by facsimile, portable document format (.pdf) or other electronic transmission will be as effective as delivery of a manually executed counterpart hereof. The words "execution," "execute", "signed," "signature," and words of like import in or related to any document to be signed in connection with this Agreement, the other Loan Documents and the transactions contemplated hereby and thereby (including without limitation assignments, assumptions, amendments, waivers and consents) shall be deemed to include electronic signatures, the electronic matching of assignment terms and contract formations on electronic platforms approved by Agent, or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

[Signature Page Follows]

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

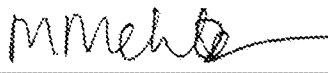
ADC THERAPEUTICS SA,
as Grantor

By: 
Name: Ameet Mallik
Title: CEO

Agreed and accepted as of
the date first written above:

**OWL ROCK OPPORTUNISTIC MASTER FUND
I, L.P.**, as Grantee

By: Owl Rock Opportunistic GP, LLC
its General Partner

By: 
Name: Meenal Mehta
Title: Authorized Signatory

SCHEDULE A

Owner/Grantor	Trademark	Appl. Date	Reg. Date	Appl. No.	Reg. No.	Jurisdiction
ADC THERAPEUTICS SA	ZYNLONTA LOGO (COLOR)	8/30/2022		97/571,344		US - (United States of America)
ADC THERAPEUTICS SA	ZYNLONTA LOGO (NO COLOR)	8/30/2022		97/571,349		US - (United States of America)