

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

Assignment ID: TM1211312

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	TRADEMARK SECURITY AGREEMENT		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
NOVOCURE GMBH (SWITZERLAND)		05/01/2024	Gesellschaft Mit Beschränkter Haftung (GmbH): SWITZERLAND
<b>RECEIVING PARTY DATA</b>			
<b>Company Name:</b>	BIOPHARMA CREDIT PLC		
<b>Street Address:</b>	C/O BEAUFORT HOUSE, 51 NEW NORTH ROAD		
<b>City:</b>	EXETER		
<b>State/Country:</b>	UNITED KINGDOM		
<b>Postal Code:</b>	EX4 4EP		
<b>Entity Type:</b>	Private Limited Company: UNITED KINGDOM		
<b>PROPERTY NUMBERS Total: 26</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	97333542	ELEVATE EXPECTATIONS	
<b>Serial Number:</b>	98110946	HEPANOVA	
<b>Serial Number:</b>	98071008	MAXPOINT	
<b>Serial Number:</b>	98278534	MAXPOINT	
<b>Serial Number:</b>	98372784	MYLINK	
<b>Serial Number:</b>	97683297	MYNOVOCURE	
<b>Serial Number:</b>	97566101	OPTUNE AERO	
<b>Serial Number:</b>	97744239	OPTUNE BREN	
<b>Serial Number:</b>	97911960	OPTUNE ELEVATE EXPECTATIONS	
<b>Serial Number:</b>	97744238	OPTUNE GATI	
<b>Serial Number:</b>	97744235	OPTUNE HIA	
<b>Serial Number:</b>	88848373	OPTUNE LUA	
<b>Serial Number:</b>	97864798	OPTUNE OVIA	
<b>Serial Number:</b>	98072628	OPTUNE PAX	
<b>Serial Number:</b>	97072744	PATIENTFORWARD	
<b>Serial Number:</b>	88767469	PATIENTFORWARD	
<b>Serial Number:</b>	97545020	TORSOMAX	
<b>Serial Number:</b>	97658765	TTFIELDS	

CH \$665.00.00 97333542

Property Type	Number	Word Mark
Serial Number:	97542939	TTFIELDS
Registration Number:	6479955	MYLINK
Registration Number:	6473698	NCOMPASS
Registration Number:	5616214	NOVOCURE
Registration Number:	5913293	NOVOCURE
Registration Number:	4899330	OPTUNE
Registration Number:	7169818	
Serial Number:	97566122	OPTUNE GIO

**CORRESPONDENCE DATA**

**Fax Number:** 2028878242

*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.*

**Phone:** 2028874000

**Email:** mbeyene@akingump.com,DC\_IPDocketing@akingump.com

**Correspondent Name:** Mussie B Beyene

**Address Line 1:** AKIN GUMP STRAUSS HAUER & FELD LLP

**Address Line 2:** 2001 K Street N.W.

**Address Line 4:** Washington, DISTRICT OF COLUMBIA 20006

**ATTORNEY DOCKET NUMBER:** 687747.0074

**NAME OF SUBMITTER:** MUSSIE BEYENE

**SIGNATURE:** MUSSIE BEYENE

**DATE SIGNED:** 05/04/2024

**Total Attachments: 7**

- source=08. Pharmakon - Novocure -- Trademark Security Agreement (Executed)#page1.tif
- source=08. Pharmakon - Novocure -- Trademark Security Agreement (Executed)#page2.tif
- source=08. Pharmakon - Novocure -- Trademark Security Agreement (Executed)#page3.tif
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of May 1, 2024, is made by NOVOCURE GMBH (SWITZERLAND) (“Grantor”), in favor of BIOPHARMA CREDIT PLC (together with its successors and permitted assigns, the “Collateral Agent”) on behalf of Lenders and other Secured Parties (as defined in the Loan Agreement referred to below).

W I T N E S S E T H:

WHEREAS, pursuant to the Loan Agreement, dated as of May 1, 2024 (as the same may be amended, amended and restated, supplemented or otherwise modified from time to time, the “Loan Agreement”), by and among NOVOCURE LUXEMBOURG, a private limited liability company (*société à responsabilité limitée*) incorporated and existing under the laws of the Luxembourg, having its registered office at 9, rue de Bitbourg, L - 1273 Luxembourg, registered with the Luxembourg Register of Commerce and Companies (*Registre de Commerce et des Sociétés*) under number B170966 (“Borrower”), the other parties thereto from time to time, as additional Credit Parties, BIOPHARMA CREDIT PLC, as Collateral Agent, BPCR LIMITED PARTNERSHIP, (as a “Lender”) and BIOPHARMA CREDIT INVESTMENTS V (MASTER) LP, a Cayman Islands exempted limited partnership acting by its general partner, BioPharma Credit Investments V GP LLC (as a “Lender”), each Lender has agreed to make extensions of credit to Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, Grantor has agreed, pursuant to a Guaranty and Security Agreement dated as of May 1, 2024 in favor of the Collateral Agent for the benefit of Lenders and other Secured Parties (as such agreement may be amended, amended and restated, supplemented or otherwise modified from time to time, the “Guaranty and Security Agreement”), to guarantee the Obligations (as defined in the Loan Agreement) of Borrower; and

WHEREAS, Grantor is party to the Guaranty and Security Agreement pursuant to which Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree, intending to be legally bound, as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations, hereby mortgages, pledges and hypothecates to the Collateral Agent, for the benefit of Lenders and other Secured Parties, and grants to the Collateral Agent, for the benefit of Lenders and other Secured Parties, a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of Grantor, in each case, solely to the extent constituting Collateral (and excluding any Excluded Property) (the “Trademark Collateral”):

(a) all of its Trademarks and all of its rights under IP Licenses and IP Ancillary Rights providing for the grant by or to Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto, but excluding any “intent-to-use” application for registration of a United States Trademark for which a “Statement of Use” pursuant to Section 1(d) of the Lanham Act, 15 U.S.C. § 1051 (or any successor provision) or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act, 15 U.S.C. § 1051 (or any successor provision) has not been filed with and accepted by the Applicable IP Office (but only excluding such intent-to-use application until such statement of use or amendment to allege use (as applicable) is filed with and accepted by the Applicable IP Office);

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent for the benefit of Lenders and other Secured Parties, pursuant to the Guaranty and Security Agreement and Grantor hereby acknowledges and agrees that the obligations, rights and remedies of Grantor and of the Collateral Agent on behalf of Lenders and other Secured Parties with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Grantor hereby agrees that, anything herein to the contrary notwithstanding, Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other reasonably necessary actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart. Delivery of an executed signature page of this Trademark Security Agreement by facsimile transmission or electronic transmission shall be as effective as delivery of a manually executed counterpart hereof.

Section 6. Governing Law. THIS TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HERETO SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO ANY PRINCIPLES OF CONFLICTS OF LAW THAT COULD REQUIRE THE APPLICATION OF THE LAW OF ANY OTHER JURISDICTION, PROVIDED, HOWEVER, THAT IF THE LAWS OF ANY JURISDICTION OTHER THAN NEW YORK SHALL GOVERN IN REGARD TO THE VALIDITY, PERFECTION OR EFFECT OF PERFECTION OF ANY LIEN OR IN REGARD TO PROCEDURAL MATTERS AFFECTING ENFORCEMENT OF ANY LIENS IN TRADEMARK COLLATERAL, SUCH LAWS OF SUCH OTHER JURISDICTIONS SHALL APPLY TO THAT EXTENT.

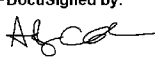
THE TERMS OF SECTION 10 OF THE LOAN AGREEMENT ARE INCORPORATED HEREIN BY REFERENCE, *MUTATIS MUTANDIS*, AS IF SET FORTH IN FULL HEREIN AND THE PARTIES HERETO AGREE TO SUCH TERMS AND TO BE BOUND BY SUCH TERMS.

[Signature page follows]

IN WITNESS WHEREOF, 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.

Very truly yours,

NOVOCURE GMBH (SWITZERLAND),  
as Grantor

By  \_\_\_\_\_  
DocuSigned by:  
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Name: Ashley Cordova

Title: Class A Manager

ACCEPTED AND AGREED  
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 I  
TO  
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

*[See attached.]*

MARK	COUNTRY	APPL. NO. REG. NO.	STATUS
ELEVATE EXPECTATIONS	U.S.	97333542 Filed 28-Mar-2022	REGISTERED 15-Nov-2022
HEPANOVA	U.S.	98110946 Filed 01-Aug-2023	PUBLISHED
MAXPOINT Replacement appl. to 88784817	U.S.	98071008 Filed 05-Jul-2023	PUBLISHED
MAXPOINT Replacement appl. to 88784833	U.S.	98278534 Filed 20-Nov-2023	PENDING
MYLINK	U.S.	98372784 Filed 24-Jan-2024	PENDING
MYLINK	U.S.	88869762 Filed 13-Apr-2020	REGISTERED 07-Sep-2021
MYNOVOCURE	U.S.	6479955 97683297 Filed 18-Nov-2022	ALLOWED
NCOMPASS and Design	U.S.	88169359 Filed 25-Oct-2018 6473698	REGISTERED 07-Sep-2021
NOVOCURE	U.S.	87864623 Filed 5-Apr-2018 5616214	REGISTERED 27-Nov-2018
NOVOCURE (Stylized)	U.S.	88385697 Filed 15-Apr-2019 5913293	REGISTERED 19-Nov-2019
OPTUNE	U.S.	86437407 Filed 28-Oct-14 4899330	REGISTERED 09-Feb-2016
OPTUNE AERO	U.S.	97566101 Filed 26-Aug-2022	ALLOWED
Optune Array Logo	U.S.	7169818 Filed 30-Mar-2023	REGISTERED 19-Sep-2023
OPTUNE BREN	U.S.	97744239 Filed 06-Jan-2023	ALLOWED
OPTUNE ELEVATE EXPECTATIONS and Design	U.S.	97911960 Filed 28-Apr-2023	PUBLISHED
 OPTUNE Flame Expectations	U.S.	97744238 Filed 06-Jan-2023	REGISTERED
OPTUNE GIO	U.S.	97566122 Filed 26-Aug-2022	ALLOWED
OPTUNE HIA	U.S.	97744235 Filed 06-Jan-2023	ALLOWED
OPTUNE LIA	U.S.	88848373 Filed 26-Mar-2020	REGISTERED 31-Aug-2021



MARK	COUNTRY	APPL. NO., REG. NO.	STATUS
OPTUNE OVIA	U.S.	97864798 Filed 30-Mar-2023	PUBLISHED
OPTUNE PAX	U.S.	98072628 Filed 06-Jul-2023	PUBLISHED
PATIENTFORWARD	U.S.	97072744 Filed 13-Oct-2021	REGISTERED 16-Jan-2024
PATIENTFORWARD (Stylized)	U.S.	88767469 Filed 21-Jan-2020	REGISTERED 05-Dec-2023
TORSOMAX	U.S.	97545020 Filed 11-Aug-2022	ALLOWED
TTFIELDS and Design	U.S.	97558765 Filed 02-Nov-2022	ALLOWED
TTFIELDS and Design	U.S.	97542939 Filed 10-Aug-2022	ALLOWED

TRADEMARK

REEL: 008420 FRAME: 0735

RECORDED: 05/04/2024