PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	PATENT SECURITY AGREEMENT
RESUBMIT DOCUMENT ID:	507669462

CONVEYING PARTY DATA

Name	Execution Date
ADC THERAPEUTICS SA	08/15/2022

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

PROPERTY NUMBERS Total: 4

Property Type	Number
Application Number:	16819185
Application Number:	17812950
Application Number:	18056082
Application Number:	18056080

CORRESPONDENCE DATA

Fax Number:

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.

Email: IPDOCKET@LW.COM, KRISTIN.AZCONA@LW.COM

Correspondent Name: LATHAM & WATKINS LLP

Address Line 1:650 TOWN CENTER DRIVE, 20TH FLAddress Line 4:COSTA MESA, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER:	058516-0144
NAME OF SUBMITTER:	KRISTIN J AZCONA
SIGNATURE:	/KJA/
DATE SIGNED:	05/23/2023

Total Attachments: 10

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PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT (this "<u>Agreement</u>") is made as of August 15, 2022, by ADC THERAPEUTICS SA ("<u>Grantor</u>"), 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, "<u>Grantee</u>"):

WITNESETH

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, amended and 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 Patents (as defined in the Loan Agreement) therein, 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).

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. <u>Incorporation of Loan Agreement and Security Agreement.</u> 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. <u>Grant and Reaffirmation of Grant of Security Interests</u>. To secure the payment of the Secured Obligations (including any Yield Protection Premium and Exit Charge), Grantor grants to Grantee, for the benefit of the 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 "<u>Patent Collateral</u>"), whether now owned or existing or hereafter created, acquired or arising:
- (a) all of the Patents included in the Intellectual Property Collateral, together with all proceeds with respect to the foregoing, including, without limitation, each Patent listed on Schedule \underline{A} annexed hereto; and

(b) all income, royalties, damages and payments at any time due or payable or asserted under and with respect to the foregoing, including (i) damages payable with respect to any claim by Grantor against third parties for past, present or future infringement of each such Patent and (ii) all proceeds with respect to the foregoing.

Notwithstanding the foregoing, no Patent 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. <u>Release</u>. Section 11.24 of the Loan Agreement is incorporated herein and shall apply hereto *mutatis mutandis*.
- 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

Ameet Mallik (Aug 12, 2022 11:28 EDT)

Name: Ameet Mallik

Title: Chief Executive Officer

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

Name: Meenal Mehta

Title: Authorized Signatory

Patent Security Agreement

SCHEDULE A

PYRROLOBENZODIA Granted 15/897835 11 Oct 10780181 ZEPINE-ANTI-CD19 ANTIBODY CONJUGATES 15/897835 2013	PYRROLOBENZODIA Pending 16/934319 11 Oct ZEPINE-ANTI-CD19 2013 ANTIBODY CONJUGATES	PYRROLOBENZODIA Granted 14/434816 11 Oct 9931414 ZEPINE-ANTI-CD19 2013 ANTIBODY 2013	PYRROLOBENZODIA Granted 15/911592 11 Oct 10799596 ZEPINE - ANTI-CD25 2013 ANTIBODY CONJUGATES		PYRROLOBENZODIA Pending 16/997862 11 Oct ZEPINE - ANTI-CD25 ANTIBODY CONJUGATES 16/997862 2013
ENZODIA Granted 15/897835 11 Oct 2013 ES	Pending 16/934319		A Granted 14/434816 11 Oct 2013	Granted 14/434816 11 Oct 2013 Granted 15/911592 11 Oct 2013	Granted 14/434816 11 Oct 2013 Granted 15/911592 11 Oct 2013 Pending 16/997862 11 Oct 2013
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ADC Therap	ADC Therap	ADC Therap	ADC Therap	ADC Therap	ADC Therap	ADC Therap	ADC Therap	ADC Therap	
ADC Therapeutics SA	ADC Therapeutics SA	ADC Therapeutics SA	ADC Therapeutics SA	ADC Therapeutics SA	ADC Therapeutics SA	ADC Therapeutics SA	ADC Therapeutics SA	ADC Therapeutics SA	
PAT031-US- CON	PAT025-US- NP	PAT025-US- CON	PAT017-US- NP	PAT015-US- NP	PAT009-US- NP	PAT009-US- DIV	PAT009-US- CON	PAT007-US- NP	
ADC Therapeutics SA, MedImmune Limited	ADC Therapeutics SA, MedImmune Limited	ADC Therapeutics SA, MedImmune Limited	MedImmune Limited	MedImmune Limited	ADC Therapeutics SA, MedImmune Limited	ADC Therapeutics SA, MedImmune Limited	ADC Therapeutics SA, MedImmune Limited	MedImmune Limited	
SITE-SPECIFIC ANTIBODY-DRUG CONJUGATES	PYRROLOBENZODIA ZEPINE-ANTIBODY CONJUGATES	PYRROLOBENZODIA ZEPINE-ANTIBODY CONJUGATES	PYRROLOBENZODIA ZEPINE-ANTIBODY CONJUGATES	PYRROLOBENZODIA ZEPINE-ANTIBODY CONJUGATES	PYRROLOBENZODIA ZEPINE-ANTI-CD22 ANTIBODY CONJUGATES	PYRROLOBENZODIA ZEPINE-ANTI-CD22 ANTIBODY CONJUGATES	PYRROLOBENZODIA ZEPINE-ANTI-CD22 ANTIBODY CONJUGATES	PYRROLOBENZODIA ZEPINE - ANTI-CD25 ANTIBODY CONJUGATES - SIMULECT	ANTIBODY CONJUGATES
Pending	Granted	Pending	Granted	Granted	Granted	Granted	Pending	Granted	
16/684222	15/529622	17/006681	15/028591	15/028589	14/434826	15/884665	16/883139	14/434821	
15 Apr 2016	25 Nov 2015	25 Nov 2015	10 Oct 2014	10 Oct 2014	11 Oct 2013	11 Oct 2013	11 Oct 2013	11 Oct 2013	
	10780096		9956299	9950078	9919056	10722594		10695433	
	22 Sep 2020		01 May 2018	24 Apr 2018	20 Mar 2018	28 Jul 2020		30 Jun 2020	
US	SN	US	US	US	US	US	Sn	US	

ADC Therapeutics SA	ADC Therapeutics SA	ADC Therapeutics SA	ADC Therapeutics SA	ADC Therapeutics SA	ADC Therapeutics SA	ADC Therapeutics SA	ADC Therapeutics SA	ADC Therapeutics SA
ics SA	ics SA	ics SA	ics SA	ics SA	ics SA	ics SA	ics SA	ics SA
PAT097-US- CON	PAT096-US- NP	PAT087-US- NP	PAT087-US- CON	PAT064-US- NP	PAT056-US- NP	PAT055-US- NP	PAT055-US- DIV	PAT045-US- CON
ADC Therapeutics SA, MedImmune Limited	ADC Therapeutics SA, MedImmune Limited	ADC Therapeutics SA, MedImmune Limited	ADC Therapeutics SA, MedImmune Limited	ADC Therapeutics SA, MedImmune Limited	ADC Therapeutics SA, MedImmune Limited	ADC Therapeutics SA, MedImmune Limited	ADC Therapeutics SA, MedImmune Limited	ADC Therapeutics SA, MedImmune Limited
DOSAGE REGIMES FOR THE ADMINISTRATION	DOSAGE REGIMES FOR THE ADMINISTRATION OF AN ANTI-CD25 ADC	COMBINATION THERAPY WITH AN ANTI-AXL ANTIBODY-DRUG CONJUGATE	COMBINATION THERAPY WITH AN ANTI-AXL ANTIBODY-DRUG CONJUGATE	COMBINATION THERAPY WITH AN ANTI-CD25 ANTIBODY-DRUG CONJUGATE	COMBINATION THERAPY	PYRROLOBENZODIA ZEPINE-ANTIBODY CONJUGATES	PYRROLOBENZODIA ZEPINE-ANTIBODY CONJUGATES	PYRROLOBENZODIA ZEPINE-ANTIBODY CONJUGATES
Pending	Pending	Pending	Granted	Pending	Pending	Granted	Pending	Pending
17/699065	16/622663	16/605692	16/197891	16/605708	16/605701	16/484328	17/484467	16/806910
18 Mar 2022	14 Jun 2018	20 Apr 2018	20 Apr 2018	20 Apr 2018	20 Apr 2018	08 Feb 2018	08 Feb 2018	25 Nov 2015
			10544223			11160872		
			28 Jan 2020			02 Nov 2021		
US	US	US	US	US	US	US	US	US

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ADC Therapeutics SA	ADC Therapeutics SA	ADC Therapeutics SA	ADC Therapeutics SA	ADC Therapeutics SA	ADC Therapeutics SA	ADC Therapeutics SA	ADC Therapeutics SA	ADC Therapeutics SA	
PAT123-US- NP	PAT120-US- NP	PAT116-US- NP	PAT114-US- NP	PAT109-US- NP	PAT106-US- NP	PAT102-US- NP	PAT101-US- NP	PAT097-US- NP	
ADC Therapeutics SA, MedImmune Limited	ADC Therapeutics SA, MedImmune Limited	ADC Therapeutics SA, MedImmune Limited	ADC Therapeutics SA, MedImmune Limited	ADC Therapeutics SA, MedImmune Limited	ADC Therapeutics SA, MedImmune Limited	ADC Therapeutics SA, MedImmune Limited	ADC Therapeutics SA, MedImmune Limited	ADC Therapeutics SA, MedImmune Limited	
COMBINATION THERAPY COMPRISING AN ANTI-CD19 ANTIBODY DRUG	COMBINATION THERAPY COMPRISING AN ANTI-CD25 ANTIBODY DRUG CONJUGATE AND A FURTHER AGENT	COMBINATION THERAPY	COMBINATION THERAPY	MOLECULAR ADJUVANT	PYRROLOBENZODIA ZEPINE RESISTANCE	PYRROLOBENZODIA ZEPINE - ANTI- DLKI/KAAGI/MESOT HELIN ANTIBODY CONJUGATES - SYNAFFIX	TREATMENT OF CAR T-CELL TOXICITY	DOSAGE REGIMES FOR THE ADMINISTRATION OF AN ANTI-CD19 ADC	OF AN ANTI-CD19 ADC
Pending	Pending	Pending	Pending	Pending	Pending	Pending	Pending	Granted	
17/617875	17/617864	17/271108	17/259466	17/057486	17/414622	16/484313	16/968143	16/622649	
08 Jun 2020	08 Jun 2020	30 Aug 2019	08 Jul 2019	22 May 2019	18 Dec 2019	08 Feb 2018	08 Feb 2019	14 Jun 2018	
								11318211	
								03 May 2022	
US	US	US	US	US	US	US	US	US	

ADC Thera	ADC Thera	ADC Thera	ADC Thera	ADC Thera	ADC Thera	ADC Thera	
ADC Therapeutics SA	ADC Therapeutics SA	ADC Therapeutics SA	ADC Therapeutics SA	ADC Therapeutics SA	ADC Therapeutics SA	ADC Therapeutics SA	
PAT202-US- NP	PAT202-US- DIV	PAT201-US- NP	PAT136-US	PAT134-US	PAT132-US- NP	PAT129-US- CON	
ADC Therapeutics SA	ADC Therapeutics SA	ADC Therapeutics SA	ADC Therapeutics SA, MedImmune Limited	ADC Therapeutics SA	ADC Therapeutics SA, MedImmune Limited	ADC Therapeutics SA, MedImmune Limited	
ANTIBODIES THAT SPECIFICALLY BLOCK THE BIOLOGICAL ACTIVITY OF A TUMOR ANTIGEN	ANTIBODIES THAT SPECIFICALLY BLOCK THE BIOLOGICAL ACTIVITY OF A TUMOR ANTIGEN	POLYNUCLEOTIDES AND POLYPEPTIDE SEQUENCES INVOLVED IN CANCER	PYRROLOBENZODIA ZEPINE-ANTIBODY CONJUGATES AND USES THEREOF	ANTI-IL13Ra2 ANTIBODIES	COMBINATION THERAPY WITH AN ANTI-CD25 ANTIBODY-PBD DRUG CONJUGATE AND RADIOTHERAPY	PYRROLOBENZODIA ZEPINE-ANTIBODY CONJUGATES	CONJUGATE AND A PI3K INHIBITOR OR A SECONDARY AGENT
Granted	Granted	Granted	Pending	Pending	Pending	Pending	
13/127439	13/187424	12/305648	17/481918	17/389582	PCT/EP2020/08 1361	17/380859	
03 Nov 2009	03 Nov 2009	22 Jun 2007	22 Sep 2021	30 Jul 2021	06 Nov 2020	04 Jun 2020	
9855291	8580257	8216582					
02 Jan 2018	12 Nov 2013	10 Jul 2012					
US	US	Sn	US	US	US	US	

ADC Therapeutics SA	ADC Therapeutics SA	ADC Therapeutics SA	ADC Therapeutics SA	ADC Therapeutics SA
PAT204-US- CON	PAT203-US- NP	PAT203-US- CON3	PAT203-US- CON2	PAT203-US- CON
ADC Therapeutics SA	ADC Therapeutics SA	ADC Therapeutics SA	ADC Therapeutics SA	ADC Therapeutics SA
AGENTS FOR TREATING TRIPLE NEGATIVE BREAST CANCER	ANTIBODIES AGAINST KIDNEY ASSOCIATED ANTIGEN 1 AND ANTIGEN BINDING FRAGMENTS THEREOF	ANTIBODIES AGAINST KIDNEY ASSOCIATED ANTIGEN 1 AND ANTIGEN BINDING FRAGMENTS THEREOF	ANTIBODIES AGAINST KIDNEY ASSOCIATED ANTIGEN 1 AND ANTIGEN BINDING FRAGMENTS THEREOF	ANTIBODIES AGAINST KIDNEY ASSOCIATED ANTIGEN 1 AND ANTIGEN BINDING FRAGMENTS THEREOF
Granted	Granted	Granted	Granted	Granted
16/164656	14/036204	15/811545	15/137368	14/558186
09 Jan 2013	28 Mar 2012	28 Mar 2012	28 Mar 2012	28 Mar 2012
11084872	8937163	10597450	9828426	9393302
10 Aug 2021	20 Jan 2015	24 Mar 2020	28 Nov 2017	19 J ul 2016
Sn	US	US	US	US

RECORDED: 12/28/2022