

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: PATI541607

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Execution Date
TG Therapeutics, Inc.	08/02/2024

RECEIVING PARTY DATA

Company Name:	Blue Owl Capital Corporation
Street Address:	399 Park Avenue, 37th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10022

PROPERTY NUMBERS Total: 35

Property Type	Number
Application Number:	63347852
Application Number:	63421078
Application Number:	63445082
PCT Number:	US2367711
Application Number:	17892407
Application Number:	17892465
Application Number:	17892460
Application Number:	18167631
Application Number:	18597711
Application Number:	18597659
Application Number:	63347793
PCT Number:	US2367707
Application Number:	63566707
Application Number:	63288350
Application Number:	18078801
Application Number:	18078817
Application Number:	61771812
PCT Number:	US1367956
Application Number:	14440139
Application Number:	15635733

PATENT

Property Type	Number
Application Number:	16946585
Application Number:	62342822
PCT Number:	US1734855
Application Number:	16304590
Application Number:	17175184
Application Number:	18191655
Application Number:	62385723
PCT Number:	US1750825
Application Number:	16331407
Application Number:	63113189
Application Number:	63243708
PCT Number:	US2159259
Application Number:	17525731
Application Number:	63208344
PCT Number:	US2232563

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.

Phone: 6508435801

Email: jgu@cooley.com

Correspondent Name: Jennifer Gu

Address Line 1: 3175 Hanover Street

Address Line 4: Palo Alto, CALIFORNIA 94304-1130

ATTORNEY DOCKET NUMBER:	347580-113
NAME OF SUBMITTER:	Jennifer Gu
SIGNATURE:	Jennifer Gu
DATE SIGNED:	10/03/2024

Total Attachments: 7

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PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT, dated as of August 2, 2024 (this “**Agreement**”), is entered into by and between TG Therapeutics, Inc., a Delaware corporation (the “**Grantor**”), and Blue Owl Capital Corporation (the “**Assignee**”), as Administrative Agent, pursuant to (i) that certain Pledge and Security Agreement, dated as of August 2, 2024 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), among the Assignee, the Grantor and the other grantors party thereto, and (ii) that certain Financing Agreement, dated as of August 2, 2024 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Financing Agreement**”), among the Grantor, certain of the Grantor’s affiliates, the Assignee and certain Lenders party thereto.

Capitalized terms not otherwise defined herein have the respective meanings ascribed to them in the Security Agreement or, if not defined therein, the Financing Agreement.

WHEREAS, pursuant to the Security Agreement, the Grantor has granted in favor of the Assignee a security interest in certain Collateral, including the federally registered Patents set forth on Schedule A hereto as of the date hereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor and the Assignee hereby agree as follows:

Grant of Security Interest.

Subject to the terms and conditions of the Security Agreement, to evidence further the security interest granted by the Grantor to the Assignee pursuant to the Security Agreement, the Grantor hereby grants to the Assignee a security interest in and continuing Lien on all of the Grantor’s right, title and interest in, to and under the Patents, whether now owned or existing or hereafter acquired or arising and wherever located, as collateral security for the prompt and complete payment and performance in full when due (whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise) of the Secured Obligations. For the purposes of this Agreement, “**Patents**” means all United States patents and certificates of invention, or similar industrial property rights and applications for any of the foregoing, including, but not limited to: (i) each patent and patent application referred to in Schedule A hereto and including but not limited to the Product Patents, (ii) all reissues, divisions, continuations, continuations-in-part, extensions, renewals, and reexaminations thereof, (iii) all rights corresponding thereto throughout the world, (iv) all inventions and improvements described therein, (v) all rights to sue for past, present and future infringements thereof, (vi) all licenses, claims, damages, and proceeds of suit arising therefrom, and (vii) all Proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages, and proceeds of suit; provided that no Excluded Assets shall be included in the Patents.

Schedule A hereto contains a true and accurate list of all of the Grantor’s registrations and applications for registration for the Patents in the United States existing as of the date hereof.

The security interest granted hereby is granted concurrently and in conjunction with the security interest granted to the Assignee under the Security Agreement. In the event that any of the provisions of this Agreement are in conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

Modifications.

This Agreement or any provision hereof may not be changed, waived, or terminated except in accordance with the amendment provisions of the Financing Agreement. In connection with the foregoing, the Grantor authorizes the Assignee, upon notice to the Grantor, to modify this Agreement without obtaining the Grantor's signature to such modification, to the extent that such modification constitutes an amendment of Schedule A hereto, to add any right, title or interest in any Patents owned or subsequently acquired by the Grantor or to delete any reference to any right, title or interest in any Patents in which the Grantor no longer has or claims any right, title or interest. The Grantor additionally agrees to execute any additional agreement or amendment hereto as may be reasonably required by the Assignee from time to time, to subject any such owned or subsequently acquired right, title or interest in any Patent to the security interests and perfection created or contemplated hereby or by the Security Agreement.

Applicable Law.

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

Counterparts; Electronic Signatures.

This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by telecopy), and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic imaging means shall be effective as delivery of a manually executed counterpart of this Agreement. For the purposes of this Section 4, "electronic signature" shall be construed so as to include the electronic signature of each witness, if any, of an electronic signature used to execute this Agreement. The words "execution", "execute", "signed", "signature" and words of like import in this Agreement or in or related to any document to be signed in connection with this Agreement and the transactions contemplated hereby shall be deemed to include electronic signatures, the electronic matching of assignment terms and contract formations on electronic platforms approved by Administrative 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.

CONSENT TO JURISDICTION; WAIVER OF JURY TRIAL.

SECTIONS 10.17 (CONSENT TO JURISDICTION) and 10.18 (WAIVER OF JURY TRIAL) OF THE FINANCING AGREEMENT ARE HEREBY INCORPORATED BY REFERENCE, *MUTATIS MUTANDIS*.


[Signature Page Follows]

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed and delivered as of the date first above written.

ASSIGNEE:

BLUE OWL CAPITAL CORPORATION,
as Administrative Agent


By: BLUE OWL CREDIT ADVISORS LLC,
its investment advisor

By: _____
Name: Meenal Mehta
Title: Authorized Signatory

Address of Assignee:
399 Park Avenue, 37th Floor
New York, NY 10022

GRANTOR:

TG THERAPEUTICS, INC.

By: 
Name: Michael S. Weiss
Title: Chief Executive Officer

Address of Grantor:
3020 Carrington Mill Blvd, Suite 475
Morrisville, North Carolina 27560

Schedule A to PATENT SECURITY AGREEMENT

U.S. Registered Patents and Patent Applications

Title	Country	Application No.	Filing Date	Patent No. / Publication No.
Anti-CD20 antibody compositions	US - PRV	63/347,852	1-June-2022	
Anti-CD20 antibody compositions	US - PRV	63/421,078	31-Oct-2022	
Anti-CD20 antibody compositions	US - PRV	63/445,082	13-Feb-2023	
Anti-CD20 antibody compositions	WO	PCT/US2023/067711	31-May-2023	2023/235764
Anti-CD20 antibody compositions	US	17/892,407	22-Aug-2022	11,884,740
Anti-CD20 antibody compositions	US	17/892,465	22-Aug-2022	11,807,689
Anti-CD20 antibody compositions	US	17/892,460	22-Aug-2022	11,814,439
Anti-CD20 antibody compositions	US	18/167,631	10-Feb-2023	11,965,032
Anti-CD20 antibody compositions	US	18/597,711	06-Mar-2024	2024/0209110
Anti-CD20 antibody compositions	US	18/597,659	06-Mar-2024	2024/0270863
Commercial Scale recombinant protein production in rat hybridoma cells	US - PRV	63/347,793	1-June-2022	
Commercial Scale recombinant protein production in rat hybridoma cells	WO	PCT/US2023/067707	31-May-2023	2023/235762
Subcutaneous Formulation of anti-CD20 antibody	US - PRV	63/566,707	18-Mar-2024	
Methods of Treating Relapsing Forms of Multiple Sclerosis with Ublituximab	US - PRV	63/288,350	10-Dec-2021	
Methods of Treating Relapsing Forms of Multiple Sclerosis with Ublituximab	US	18/078,801	09-Dec-2022	
Methods of Treating Relapsing Forms of Multiple Sclerosis with Ublituximab	US	18/078,817	09-Dec-2022	
COMBINATION OF ANTI-CD20 ANTIBODY AND PI3 KINASE SELECTIVE INHIBITOR	US - PRV	61/771,812	2-Mar-2013	

Title	Country	Application No.	Filing Date	Patent No. / Publication No.
COMBINATION OF ANTI-CD20 ANTIBODY AND PI3 KINASE SELECTIVE INHIBITOR	WO	PCT/US2013/067956		2014/071125
Combination of anti-cd20 antibody and pi3 kinase selective inhibitor	US	14/440,139	01-Nov-2013	9,694,071
Combination of anti-cd20 antibody and pi3 kinase selective inhibitor	US	15/635,733	28-Jun-2017	10,729,768
Combination of anti-cd20 antibody and pi3 kinase selective inhibitor	US	16/946,585	29-Jun-2020	2020/0323981 (Abandoned)
Combination of anti-cd20 antibody, p13 kinase-delta selective inhibitor, and btk inhibitor to treat b-cell proliferative disorders	US - PRV	62/342,822	27-May-2016	
Combination of anti-cd20 antibody, p13 kinase-delta selective inhibitor, and btk inhibitor to treat b-cell proliferative disorders	WO	PCT/US2017/034855		2017/205843
Combination of anti-cd20 antibody, p13 kinase-delta selective inhibitor, and btk inhibitor to treat b-cell proliferative disorders	US	16/304,590	26-May-2017	10,966,977
Combination of anti-cd20 antibody, p13 kinase-delta selective inhibitor, and btk inhibitor to treat b-cell proliferative disorders	US	17/175,184	12-Feb-2021	2021/0169878
Combination of anti-cd20 antibody, p13 kinase-delta selective inhibitor, and btk inhibitor to treat b-cell proliferative disorders	US	18/191,655	28-Mar-2023	
Combination of an anti-cd20 antibody, pi3 kinase-delta inhibitor, and anti-pd-1 or anti-pd-11 antibody for treating hematological cancers	US - PRV	62/385,723	09-Sep-2016	
Combination of an anti-cd20 antibody, pi3 kinase-delta inhibitor, and anti-pd-1 or anti-pd-11 antibody for	WO	PCT/US2017/050825		2018/049263

Title	Country	Application No.	Filing Date	Patent No. / Publication No.
treating hematological cancers				
Combination of an anti-cd20 antibody, pi3 kinase-delta inhibitor, and anti-pd-1 or anti-pd-l1 antibody for treating hematological cancers	US	16/331,407	08-Sep-2017	2019/0247399
Triple combination to treat b-cell malignancies	US - PRV	63/113,189	12-Nov-2020	
Triple combination to treat b-cell malignancies	US - PRV	63/243,708	13-Sep-2021	
Triple combination to treat b-cell malignancies	WO	PCT/US2021/059259		2022/104150
Triple combination to treat b-cell malignancies	US	17/525,731	12-Nov-2021	2022/0143026
DISRUPTED IKAROS SIGNALING AS BIOMARKER FOR BTK INHIBITION	US - PRV	63/208,344	8-June-2021	
DISRUPTED IKAROS SIGNALING AS BIOMARKER FOR BTK INHIBITION	WO	PCT/US2022/032563	7-June-2022	2022/261138