

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM522313

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Novocure GmbH		04/24/2019	Corporation: SWITZERLAND
RECEIVING PARTY DATA			
Name:	BioPharma Credit PLC		
Street Address:	c/o Beaufort House, 51 New North Road		
City:	Exeter		
State/Country:	UNITED KINGDOM		
Postal Code:	EX4 4EP		
Entity Type:	Public Limited Company: UNITED KINGDOM		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	5616214	NOVOCURE	
Registration Number:	4899330	OPTUNE	
Serial Number:	88385697	NOVOCURE	
Serial Number:	88169359	NCOMPASS	
CORRESPONDENCE DATA			
Fax Number:	2028874288		
<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>			
Phone:	2149692741		
Email:	blove@akingump.com		
Correspondent Name:	AKIN GUMP STRAUSS HAUER & FELD LLP		
Address Line 1:	2001 K Street N.W.		
Address Line 4:	Washington, D.C. 20006		
ATTORNEY DOCKET NUMBER:	687747.0026		
NAME OF SUBMITTER:	Brenda Love		
SIGNATURE:	/Brenda Love/		
DATE SIGNED:	05/06/2019		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of April 24, 2019, is made by Novocure GmbH (Switzerland) ("Grantor"), in favor of BioPharma Credit PLC, as lender (in such capacity, together with its successors and permitted assigns, "Lender") on behalf of itself and the other Secured Parties (as defined in the Credit Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the Loan and Security Agreement, dated as of February 7, 2018 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and between NovoCure Limited ("Borrower") and Lender, 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 February 7, 2018, in favor of Lender (as such agreement may be amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit 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 premises and to induce Lender to enter into the Credit Agreement and to induce Lender to make its extensions of credit to Borrower thereunder, Grantor hereby agrees with Lender 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 of Grantor, hereby mortgages, pledges and hypothecates to Lender, for the benefit of itself and the other Secured Parties, and grants to Lender, for the benefit of itself and the 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 (the "Trademark Collateral"):

- (a) all of its Trademarks and all 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" Trademark applications for which a statement of use has not been filed (but only excluding such applications until such statement is filed);
- (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 Lender

pursuant to the Guaranty and Security Agreement and Grantor hereby acknowledges and agrees that the obligations, rights and remedies of Grantor and of Lender 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 necessary or desirable 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.

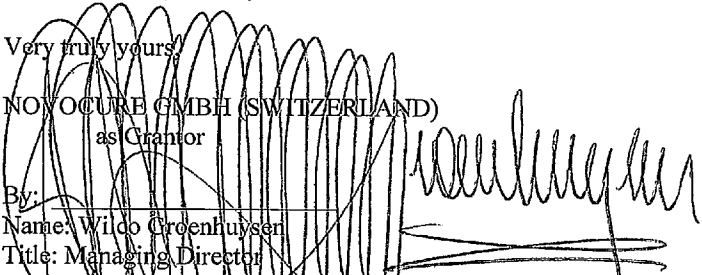
Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

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,


NOVOOCURE GMBH (SWITZERLAND)
as Grantor

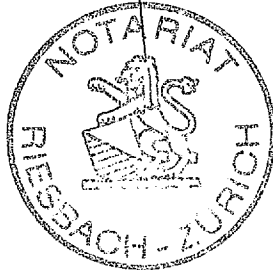
By: 
Name: Wilco Groenhuisen
Title: Managing Director

Mr. Wilhelmus Cornelis Maria (named Wilco) **GROENHUYSEN**, born 5th September 1957, Nationality the Netherlands, according to his information residing at 1150 Queens Rangers Lane, West Chester, Pennsylvania 19382 USA, identified by passport.

Zürich, 23rd April 2019
BK no. 538
Fee CHF 20.00

NOTARIAT RIEBACH-ZÜRICH


Stefan Walder, Notary Public

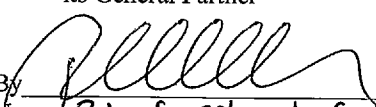


ACCEPTED AND AGREED
as of the date first above written:

BIOPHARMA CREDIT PLC,
as Lender

By: Pharmakon Advisors, LP,
its Investment Manager

By: Pharmakon Management I, LLC,
its General Partner

By: 
Name: Pedro Gonzalez de Cosio
Title: CEO & managing member

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 006638 FRAME: 0120




SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

<u>Name of Entity</u>	<u>Country</u>	<u>Mark</u>	<u>Status</u>	<u>Serial No. / Date Registration No.</u>
NovoCure Limited	European Union		Published	SN: 17963450 Filed: 10/1/2018
NovoCure Limited	European Union	NOVOCURE	Registered	SN: 17498833 Filed: 11/20/2017 RN: 17498833
NovoCure Limited	Japan	NOVOCURE	Registered	SN: 2017-157220 Filed: 11/29/2017
NovoCure Limited	United States	NOVOCURE	Registered	SN: 87864623 Filed: 4/5/2018 RN: 5616214
NovoCure Limited	China	NOVOCURE OPTUNE	Published	SN: 32940390 Filed 8/16/2018
NovoCure Limited	China	NOVOCURE	Published	SN: 32932060 Filed: 8/16/2018
NovoCure Limited	European Union	OPTUNE	Registered	SN: 13436911 Filed: 11/6/2014 RN: 13436911
NovoCure Limited	Israel	OPTUNE	Registered	SN: 269517 Filed: 11/9/2014 RN: 269517
NovoCure Limited	Japan	OPTUNE	Registered	SN: 2014-093406 Filed: 11/6/2014 RN: 5805705
NovoCure Limited	Switzerland	OPTUNE	Registered	SN: 669056/2014 Filed: 11/6/2014 RN: 669056
NovoCure Limited	United States	OPTUNE	Registered	SN: 86437407 Filed: 10/28/2014 RN: 4899330
NovoCure Limited	China	OPTUNE BY NOVOCURE	Published	SN: 32932087 Filed: 8/16/2018
NovoCure Limited	Japan	OPTUNE in Japanese Characters	Registered	SN: 2015-078221 Filed: 8/14/2015 RN: 5817879
NovoCure Limited	Macau	OPTUNE	Published	SN N/149630 Filed 1/22/2019

2. TRADEMARKS APPLICATIONS

<u>Name of Entity</u>	<u>Country</u>	<u>Mark</u>	<u>Status</u>	<u>Serial No. / Date Registration No.</u>
NovoCure Limited	United States		Pending	SN: 88385697 Filed 4/15/2019
NovoCure Limited	Switzerland		Pending	SN: 80068/2018 Filed: 10/18/2018
NovoCure Limited	United States		Pending	SN: 88169359 Filed: 10/25/2018
NovoCure Limited	China	NCOMPASS	Pending	SN: 33961342 Filed: 10/11/2018
NovoCure Limited	Japan	NCOMPASS	Pending	SN: 2018-123564 Filed: 10/1/2018
NovoCure Limited	Canada	NOVOCURE	Pending	SN: 1903446 Filed: 6/8/2018
NovoCure Limited	China	NOVOCURE	Pending	SN: 32940377 Filed 8/16/2018
NovoCure Limited	Israel	NOVOCURE	Pending	SN: 300343 Filed: 11/22/2017
NovoCure Limited	Switzerland	NOVOCURE	Pending	SN: 50320/2018 Filed: 1/10/2018
NovoCure Limited	China	OPTUNE	Pending	SN: 32923056 Filed 8/16/2018
NovoCure Limited	Taiwan	OPTUNE	Pending	SN 107084459 Filed 12/28/2018
NovoCure Limited	China	OPTUNE 150 kHz	Pending	SN: 32927353 Filed 8/16/2018
NovoCure Limited	China	OPTUNE 200 kHz	Pending	SN: 32928842 Filed 8/16/2018