



Registration of a Charge

Company Name: **IMMUNOCORE LIMITED**

Company Number: **06456207**



XBGHKSHF

Received for filing in Electronic Format on the: **10/11/2022**

Details of Charge

Date of creation: **08/11/2022**

Charge code: **0645 6207 0008**

Persons entitled: **BIOPHARMA CREDIT PLC AS COLLATERAL AGENT**

Brief description: **CERTAIN PATENTS MORE PARTICULARLY DESCRIBED IN SCHEDULE 1
TO THE SECURITY AGREEMENT.**

Contains fixed charge(s).

Contains negative pledge.

Authentication of Form

This form was authorised by: **a person with an interest in the registration of the charge.**

Authentication of Instrument

Certification statement: **I CERTIFY THAT SAVE FOR MATERIAL REDACTED PURSUANT
TO S.859G OF THE COMPANIES ACT 2006 THE ELECTRONIC
COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION
FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL
INSTRUMENT.**

Certified by: **AKIN GUMP LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 6456207

Charge code: 0645 6207 0008

The Registrar of Companies for England and Wales hereby certifies that a charge dated 8th November 2022 and created by IMMUNOCORE LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 10th November 2022 .

Given at Companies House, Cardiff on 14th November 2022

The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006



Companies House



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**

PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT, dated as of November 8, 2022, is made by IMMUNOCORE LIMITED, a private company with limited liability incorporated under the laws of England and Wales and limited by shares under registration number 06456207 ("Grantor"), in favor of BIOPHARMA CREDIT PLC (together with its successors and permitted assigns, the "Collateral Agent") on behalf of Lenders and the other Secured Parties (as defined in the Loan Agreement referred to below).

W I T N E S E T H:

WHEREAS, pursuant to the Loan Agreement, dated as of November 8, 2022 (as the same may be amended, amended and restated, supplemented or otherwise modified from time to time, the "Loan Agreement"), by and among Grantor, IMMUNOCORE HOLDINGS PLC, a public company with limited liability incorporated under the laws of England and Wales with company number 13119746, as a Credit Party, 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 November 8, 2022 in favor of the Collateral Agent for the benefit of Lenders and the 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 grant a security interest in the Collateral; and

WHEREAS, Grantor is party to the Guaranty and Security Agreement pursuant to which Grantor is required to execute and deliver this Patent 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 Patent Collateral. Pursuant to the Guaranty and Security Agreement, 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, has mortgaged, pledged and hypothecated to the Collateral Agent, for the benefit of Lenders and the other Secured Parties, and granted to the Collateral Agent, for the benefit of Lenders 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, in each case, solely to the extent constituting Collateral (and excluding any Excluded Property) (the "Patent Collateral"):

(a) all of its Patents and all IP Licenses and IP Ancillary Rights providing for the grant by or to Grantor of any right under any Patent, in each case relating in any way to any research, development, manufacture, production, use, commercialization, marketing, importing, storage, transport, offer for sale or lease, distribution, sale or lease of Product in the Territory, including, without limitation, those referred to on Schedule 1 hereto;

(b) all reissues, reexaminations, continuations, continuations-in-part, divisionals, substitutes, renewals and any patent term extension or adjustment (including any supplementary protection certificate) of the foregoing, and any patent issued with respect to any of the foregoing, and any confirmation patent or registration patent or patent of addition based on any such patent; and

(c) 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 described in and affirmed by this Patent Security Agreement is granted pursuant to the Guaranty and Security Agreement, for the benefit of Lenders and the other Secured Parties, and Grantor hereby acknowledges and agrees that the obligations, rights and remedies of Grantor and of the Collateral Agent on behalf of Lenders and the other Secured Parties with respect to the security interest in the Patent Collateral 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 its Patents and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Patent 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 Patent 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 PATENT 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 PATENT 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.

Section 7. Termination. Upon the absolute, unconditional and irrevocable payment in full of the Secured Obligations in accordance with the provisions of the Loan Agreement and the expiration or termination of the Term Loan Commitments, the security interest in the Patent Collateral granted hereby shall automatically terminate, without delivery of any instrument or performance of any act by any party, and all rights to the Patent Collateral shall automatically revert to Grantor or any other Person entitled thereto. At such time, the Collateral Agent authorizes the filing by Grantor of an appropriate termination hereof.

IN WITNESS WHEREOF, Grantor has caused this Patent Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,
IMMUNOCORE LIMITED,
as Grantor


By:  _____
Name: Lily Margaret Hepworth
Title: Director

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
PATENT SECURITY AGREEMENT

Patent Registrations

Assignee	Territory	Application No.	Effective filing date	Patent No.
T cell receptors				
Immunocore Limited	PCT	PCT/GB2010/001277	1-Jul-2010	expired
Immunocore Limited	AU	2010267758	1-Jul-2010	2010267758
Immunocore Limited	BR	BR112012000107.8	1-Jul-2010	
Immunocore Limited	CA	2766505	1-Jul-2010	2766505
Immunocore Limited	CN	201410257886.8	1-Jul-2010	ZL201410257886.8
Immunocore Limited	EA	201270135	1-Jul-2010	026918
Immunocore Limited	EP	10734524.1	1-Jul-2010	2448963
Immunocore Limited	HK	12110227.0	1-Jul-2010	1169422
Immunocore Limited	JP	2012-518126	1-Jul-2010	5872464
Immunocore Limited	JP	2015-196799	1-Jul-2010	6186412
Immunocore Limited	MX	MX/a/2012/000155	1-Jul-2010	333387
Immunocore Ltd.	US	13/342579	1-Jul-2010	8,519,100
Immunocore Ltd.	US	13/947580	1-Jul-2010	9,068,178
Immunocore Limited	ZA	2011/09522	1-Jul-2010	2011/09522
Bifunctional polypeptides				
Immunocore Limited	PCT	PCT/GB2010/000988	19-May-2010	expired
Immunocore Limited	AU	2010250951	19-May-2010	2010250951
Immunocore Limited	BR	PI1013029.2	19-May-2010	
Immunocore Limited	CA	2762604	19-May-2010	2762604
Immunocore Limited	CA	2968393	19-May-2010	2968393
Immunocore Limited	CN	201080022523.6	19-May-2010	ZL201080022523.6
Immunocore Limited	EA	201101660	19-May-2010	020841
Immunocore Limited	EP	10720803.5	19-May-2010	2432802
Immunocore Limited	EP	16176246.3	19-May-2010	3112376 (Revoked)

Immunocore Limited	EP	16176249.7	19-May-2010	3112377 (Revoked)
Immunocore Limited	JP	2012-511333	19-May-2010	5667171
Immunocore Limited	MX	MX/a/2011/012184	19-May-2010	340168
Immunocore Limited	US	13/319597	19-May-2010	10,130,721
Immunocore Limited	US	16/151144	19-May-2010	
Immunocore Limited	US	16/378481	8-Apr-2019	10,517,960
Immunocore Limited	US	16/378501	8-Apr-2019	10,576,162
Immunocore Limited	US	16/378505	8-Apr-2019	10,420,846
Immunocore Limited	ZA	2011/08460	19-May-2010	2011/08460
Dosing regimen for gp100-specific tcr - anti-cd3 scfv fusion protein				
Immunocore Limited	PCT	PCT/GB2017/051596	2-Jun-2017	expired
Immunocore Limited	AU	2017273147	2-Jun-2017	
Immunocore Limited	BR	BR112018074748-3	2-Jun-2017	
Immunocore Limited	CA	3025894	2-Jun-2017	
Immunocore Limited	CN	2017800485644	2-Jun-2017	
Immunocore Limited	EP	17734131.0	2-Jun-2017	
Immunocore Limited	JP	2018-562926	2-Jun-2017	
Immunocore Limited	MX	MX/a/2018/014863	2-Jun-2017	
Immunocore Limited	RU	2018142197	2-Jun-2017	2766119
Immunocore Limited	RU	2022101491	2-Jun-2017	
Immunocore Limited	US	16/305838	2-Jun-2017	
Immunocore Limited	ZA	2018/08128	2-Jun-2017	2018/08128
Immunocore Limited	HK	19130551.5	2-Jun-2017	
Formulations				
Immunocore Limited	PCT	PCT/EP2020/051002	16-Jan-2020	expired
Immunocore Limited	AU	2020209991	16-Jan-2020	
Immunocore Limited	BR	BR112021014031-0	16-Jan-2020	
Immunocore Limited	CA	3126611	16-Jan-2020	

Immunocore Limited	CN	2020800223681.00	16-Jan-2020	
Immunocore Limited	EP	20701703.9	16-Jan-2020	
Immunocore Limited	HK	62022053519.4.	16-Jan-2020	
Immunocore Limited	IL	284691	16-Jan-2020	
Immunocore Limited	IN	202117032037	16-Jan-2020	
Immunocore Limited	JP	2021-541283	16-Jan-2020	
Immunocore Limited	KR	10-2021-7025022	16-Jan-2020	
Immunocore Limited	MX	MX/a/2021/008578	16-Jan-2020	
Immunocore Limited	NZ	778471	16-Jan-2020	
Immunocore Limited	RU	2021120366	16-Jan-2020	
Immunocore Limited	US	17/423843	16-Jan-2020	
Immunocore Limited	ZA	2021/04876	16-Jan-2020	
Formulations				
Immunocore Limited and AstraZeneca (co-owners)	PCT	PCT/US2022/032261 ¹	3-Jun-2022	
Platform²				
Immunocore Limited and Adaptimmune Limited (co-owners)	PCT	PCT/GB02/03986	30-Aug-2002	
Immunocore Limited and Adaptimmune Limited (co-owners)	AU	2002321581	30-Aug-2002	2002321581
Immunocore Limited and Adaptimmune Limited (co-owners)	CA	2457652	30-Aug-2002	2457652
Immunocore Limited and Adaptimmune Limited (co-owners)	CN	02819279.6	30-Aug-2002	ZL 02819279.6
Immunocore Limited and Adaptimmune	EA	200400384	30-Aug-2002	006601

¹ This patent is jointly-owned with AstraZeneca.

² The patents listed under the section labeled “Platform” are jointly-owned with Adaptimmune Limited,

Limited (co-owners)				
Immunocore Limited and Adaptimmune Limited (co-owners)	EP	02755287.6	30-Aug-2002	1421115
Immunocore Limited and Adaptimmune Limited (co-owners)	HK	4109015.8	30-Aug-2002	1066018
Immunocore Limited and Adaptimmune Limited (co-owners)	IL	160359	30-Aug-2002	160359
Immunocore Limited and Adaptimmune Limited (co-owners)	IN	00647/CHENP/2004	30-Aug-2002	212621
Immunocore Limited and Adaptimmune Limited (co-owners)	JP	2003-525033	30-Aug-2002	4317940
Immunocore Limited and Adaptimmune Limited (co-owners)	KR	10-2004-7003158	30-Aug-2002	10-0945977
Immunocore Limited and Adaptimmune Limited (co-owners)	MX	PA/a/2004/001974	30-Aug-2002	246738
Immunocore Limited and Adaptimmune Limited (co-owners)	NO	2004 1325	30-Aug-2002	331877
Immunocore Limited and Adaptimmune Limited (co-owners)	NZ	531208	30-Aug-2002	531208
Immunocore Limited and Adaptimmune Limited (co-owners)	PL	PL368980	30-Aug-2002	208712
Immunocore Limited and Adaptimmune Limited (co-owners)	SG	200400713.4	30-Aug-2002	200400713-4
Immunocore Limited and Adaptimmune	US	10/486924	30-Aug-2002	7329731

Limited (co-owners)				
Immunocore Limited and Adaptimmune Limited (co-owners)	US	11/926391	30-Aug-2002	7763718
Immunocore Limited and Adaptimmune Limited (co-owners)	ZA	2004/01197	30-Aug-2002	2004/01197