



03-22-1999

U.S. Patent & TMO/TM Mail Rcpt Dt. #10

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04-07-1999



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Handwritten: New 3.22.99

March 15, 1999

Commissioner of Patents and Trademarks
BOX ASSIGNMENT
Washington, D.C. 20231

1999 MAR 22 AM 9:06
OPR/FINANCE

Re: Recordation of Trademark Assignments

Dear Sir or Madam:

Please record the document attached hereto. This cover sheet complies with the requirements of 37 C.F.R. § 3.31, as follows:

1. Name of Conveying Party: Serologicals, Inc., a Georgia corporation.

2. Name and Address of Receiving Party: Serologicals Royalty Company, a Delaware corporation, having an office and principal place of business at 780 Park North Blvd., Suite 110, Clarkston, GA 30021. The Receiving Party is a successor to the business of the Conveying Party to which the mark pertains.

3. Nature of Conveyance: Assignment Agreement dated January 5, 1999. Attached hereto is a copy of the Conveyance Agreement signed by the Conveying Party.

04/06/1999 DNGUYEN 00000217 75171256

4. Trademark Registrations: 01 FC:481 40.00 DP
02 FC:482 150.00 DP

--BIOSCOT: Appl'n No. 75/171,256; Appl'n Date: September 23, 1996.

--BIOSCOT: Appl'n No. 75/171,257; Appl'n Date: September 23, 1996.

--MONOSERA: Appl'n No. 75/113,175; Appl'n Date: June 3, 1996.

--SERAMED: Appl'n No. 75/170,443; Appl'n Date: September 23, 1996.

--SERAMED: Appl'n No. 75/170,442; Appl'n Date: September 23, 1996.

--Seramed's Human Figures and Blood Drop Design: Reg. No.: 2,168,874; Reg. Date: June 30, 1998.

TRADEMARK
REEL: 1879 FRAME: 0164

--Seramed's Human Figures and Blood Drop Design: Appl'n No.:
75/122,885; Appl'n Date: June 20, 1996.

5. Name and Address of party to whom correspondence
concerning document should be mailed:

Paul S. Owens, Esq.
Paul Owens & Associates
P.O. Box 15310
Atlanta, GA 30333-0310

6. Total Number of Registrations Listed in Cover Sheet: 1
Registration and 6 Applications.

7. Total Fee Enclosed: \$190.00.

8. Date of Execution of Assignment: December 31, 1998.

9. The Receiving Party (Assignee) is domiciled in the
United States.

10. To the best of my knowledge and belief, the foregoing
information is true and correct and any copy submitted herewith
is a true and correct copy of the original document.

Very truly yours,



Paul S. Owens

Enc.

ASSIGNMENT AGREEMENT

THIS AGREEMENT is made and entered into as of this 5th day of January, 1999, by and between Serologicals, Inc., a Georgia corporation, having an office and principal place of business at 780 Park North Blvd., Suite 110, Clarkston, Georgia 30021 ("Assignor") and Serologicals Royalty Company, a Delaware corporation, having an office and principal place of business at 780 Park North Blvd., Suite 110, Clarkston, Georgia 30021 ("Assignee").

WITNESSETH

WHEREAS, Assignor owns the marks listed in the attached Exhibit A which it uses to identify its services for the providing of special human antibody-based products and services to major healthcare companies, together with the goodwill symbolized by such marks (collectively, the "Marks");

WHEREAS, Assignee desires to acquire from Assignor and Assignor desires to assign to Assignee said Marks together with the goodwill of its business symbolized thereby;

WHEREAS, Assignee is a wholly owned subsidiary of Assignor and is a successor to the business of the Assignor to which the Marks listed at Exhibit A pertain;

NOW, THEREFORE, for and in consideration of the premises, covenants, representations and warranties hereinafter set forth, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

1. Consideration for Assignment. Contemporaneously with the execution of this Agreement, Assignor has received an additional capital investment in Assignee. This transaction will be treated as a tax-free Section 351 exchange for tax purposes.

2. Assignment. Assignor hereby assigns to Assignee all right, title and interest in and to the Marks, together with the goodwill symbolized thereby.

3. Warranties and Representations. Assignor represents and

3.1 Assignor is a corporation duly organized, validly existing and in good standing under the laws of the State of Georgia.

3.2 Assignor has full corporate authority to execute this Agreement, and this Agreement and the terms and conditions hereof have been duly authorized by all requisite corporate authority and will not result in a violation of any of the provisions of Assignor's corporate charter, bylaws or any agreement to which Assignor may be a party.

3.3 Assignor is the owner of the Marks and no other person or entity has any security interest in the Marks, in any registrations thereof, or in any applications to register the Marks, and there have been no prior assignments of the Marks or registrations thereof, or any applications to register the Marks.

3.4 The Marks have been used by Assignor without the receipt of any claims of infringement or demands for cessation of use from third parties, and Assignor has not abandoned or discontinued its use of the Marks.

3.5 There are no actions, suits, claims or proceedings pending or, to Assignor's knowledge, threatened against Assignor in any court or before any governmental agency which might have an adverse effect on the Marks or the services identified by the Marks. Assignor is not subject to any order, writ, injunction or decree of any court or governmental agency which would prevent or impede the assignment of the Marks or which has created or would create a lien thereon, or would affect or interfere with Assignee's use thereof or its rights therein.

3.6 Assignor has no knowledge or notice of any registrations or applications to register the Marks anywhere in the world.

4. Indemnification by Assignor. Assignor shall indemnify and hold harmless Assignee, its successors and assigns, at all times after the date of this Agreement, against:

4.1 Any and all damages or deficiencies resulting from any misrepresentation or breach of warranty, or from any other misrepresentation in or omission from any certificate or other instrument furnished or to be furnished Assignee pursuant to this Agreement.

4.2 Any loss, damage, liability or expense resulting from, or arising out of any claim by any customer of Assignor relating to any act or admission by Assignor in connection with any services rendered by Assignor under any Marks.

4.3 All actions, suits, proceedings, demands, assessments,

judgments, costs and expenses, including attorney's fees, incident to any of the foregoing. Assignor shall hold Assignee harmless for any damage, loss, or expense incurred by Assignee at any time after the execution of this Agreement with respect to any of the foregoing indemnities.

5. Assignments and Sublicenses. Assignor acknowledges and agrees that, subject to the terms and conditions of this Agreement, only Assignee has the right to license other entities or individuals to use the Marks in any manner whatsoever. Assignor shall not grant to any entity or individual the right to use the Marks in any manner whatsoever.

6. Breach of Agreement. If either party breaches a term of this Agreement, the other party shall notify such party in writing of such breach and such party shall have thirty (30) days after the date of its receipt of such notice within which to cure its breach. If such breach is not cured within said thirty (30) day period, the other party may, at its option, sue to enjoin such breach, sue for damages resulting from such breach, terminate this Agreement, or exercise all such remedies. In the event that such suit is instituted, the breaching party shall be obligated to reimburse the nonbreaching party for its reasonable attorney's fees and court costs incurred. The provisions of this paragraph are in addition to and not in limitation of those rights, remedies and duties provided elsewhere in this Agreement and by law.

7. Miscellaneous.

7.1 Severability. Should any part or provision of this Agreement be held unenforceable or in conflict with the law of any jurisdiction, the validity of the remaining parts or provisions will not be affected by such holding.

7.2 Applicable Law. The validity and effect of this Agreement is governed by and construed in accordance with the laws of the State of Georgia.

7.3 Notice. Whenever this Agreement permits or requires that notice be given, such notice must be in writing and is deemed given when actually received or five (5) days after having been deposited in the United States Mail, registered or certified, return receipt requested, postage prepaid, and addressed:

If to Assignor, to:

Serologicals, Inc.
780 Park North Blvd., Suite 110
Clarkston, Georgia 30021
Telephone: (404) 296-5595

If to Assignee, to:

Serologicals Royalty Company
900 Market Street, Suite 200
Wilmington, Delaware 19801
Telephone: (302) 421-7361

or to such other address as either party shall designate in a notice to the other given as provided herein.

7.4 Successors. All the provisions hereof bind and inure to the benefit of Assignee, its successors, assigns, and representatives and Assignors, its successors and representatives.

7.5 Headings. Paragraph headings included in this Agreement are for convenience only and are not to affect the interpretation of, or be taken into consideration in interpreting this Agreement.

7.6 Incorporation of Exhibits. Exhibit A is expressly made part of this Agreement, is incorporated by reference, and shall be given the same force and effect as if said Exhibit was included within the body of this Agreement.

7.7 Waiver; Modification. No change or modification of this Agreement will be valid or binding on the parties, nor will any waiver of any term or condition be deemed a waiver of any such term or condition in the future, unless such change or modification or waiver is in writing and signed by the parties.

7.8 Entire Agreement. This Agreement contains the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior negotiations, representations or agreements, whether written or oral.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the day and year first above written.

SEROLOGICALS, INC. ("Assignor")

By: 

Name: Harold J. Tenoso

Title:

Chairman of the Board, President
& CEO

STATE OF Georgia
COUNTY OF Fulton

SS:

On ~~December~~ ^{January} 5th, 1998, before me, a Notary Public in and for the County of Fulton, in the State of Georgia in the United States of America, personally appeared _____, to me known to be the _____ of Serologicals, Inc., and being duly sworn, averred that, being duly authorized, (s)he executed the foregoing Assignment as the free act and deed of said corporation for the uses and purposes set forth.

J. Casey Christie

Notary Public, Fulton County, Georgia
My Commission Expires November 29, 2002

SEROLOGICALS ROYALTY COMPANY

By: *Harold Brown*
Name:
Title:

STATE OF _____, U.S.A.

SS:

COUNTY OF _____

On ~~December~~ ^{January} _____, 1998, before me, a Notary Public in and for the County of _____, in the State of Georgia, in the United States of America, personally appeared _____, to me known to be the _____ of Serologicals Royalty Company, and being duly sworn, averred that, being duly authorized, (s)he executed the foregoing Assignment as the free act and deed of said corporation for the uses and purposes set forth.

Notary Public

EXHIBIT A--U.S. TRADEMARKS

1. Mark: BIOSCOT
Application No.: 75/171,256
Filing Date: September 23, 1996
International Class: 5
Status: Pending application
2. Mark: BIOSCOT
Application No.: 75/171,257
Filing Date: September 23, 1996
International Class: 40
Status: Application pending
3. Mark: MONOSERA
Application No.: 75/113,175
Filing Date: June 3, 1996
International Class: 5
Status: Application pending
4. Mark: SERAMED
Application No.: 75/170,443
Filing Date: September 23, 1996
International Class: 5
Status: Application pending
5. Mark: SERAMED
Application No.: 75/170,442
Filing Date: September 23, 1996
International Class: 42
Status: Application pending
6. Mark: Seramed's Human Figures and Blood Drop Design
Registration No.: 2,168,874
Registration Date: June 30, 1998
International Class: 42
Status: Registered

7. Mark: Seramed's Human Figures and Blood Drop Design
Application No.: 75/122,885
Filing Date: June 20, 1996
International Class: 5
Status: Application pending