5-29-03

Form PTO-1594
(Rev. 10/02)
OMB No. 0651-0027 (exp. 6/30/2005)

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U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Serologicals Biodiagnostics, Inc.

☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation-State **(MA)**
☐ Other

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

2. Name and address of receiving party(ies):

Name: UBS AG, Stamford Branch, as Administrative Agent

Internal Address:

Street Address: 677 Washington Boulevard

City: Stamford State: CT ZIP: 06901

☐ Individual(s) citizenship
☐ Association
☐ General Partnership
☐ Limited Partnership
☐ Corporation-State
☒ Other company organized under the laws of Switzerland

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☒ No
(Designation must be a separate document from Assignment)

Additional name(s) & address(es) attached? ☐ Yes ☒ No

3. Nature of conveyance:

☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Other

Execution Date: April 7, 2003

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)
1,774,802

Additional number(s) attached? ☐ Yes ☒ No

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

Name: Robyn Rahbar, Esq.

Internal Address: Simpson Thacher & Bartlett

Street Address: 425 Lexington Avenue

City: New York State: NY ZIP: 10017

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41): .....$ 40.00

☐ Enclosed
☒ Authorized to be charged to ~~deposit account~~ credit card

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

05/29/2003 TDIAZ1 00000072 1774802
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DO NOT USE THIS SPACE

9. Statement and signature.
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

FC:

Robyn Rahbar, Esq. — Name of Person Signing
Robyn Rahbar — Signature
5/28/03 — Date

Total number of pages including cover sheet, attachments, and document: 8

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents and Trademarks, Box Assignments
Washington, D.C. 20231

GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

THIS GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), dated as of April 7, 2003 is made by SEROLOGICALS BIODIAGNOSTICS, INC., a Massachusetts corporation (the "Obligor"), in favor of UBS AG, STAMFORD BRANCH, a company organized under the laws of Switzerland, as Administrative Agent (the "Agent") for the several banks and other financial institutions (the "Lenders"), parties to the Credit Agreement, dated as of April 7, 2003 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Serologicals Corporation, a Delaware corporation and parent of Obligor ("Borrower"), the Lenders, the Agent, UBS Warburg LLC, as Arranger, and others.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make Loans and other extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Credit Agreement, the Borrower, the Obligor and certain other subsidiaries of the Borrower have executed and delivered a Guarantee and Collateral Agreement, dated as of April 7, 2003 in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Guarantee and Collateral Agreement"); and

WHEREAS, pursuant to the Guarantee and Collateral Agreement, the Obligor pledged and granted to the Agent for the benefit of the Agent and the Lenders a continuing security interest in all Intellectual Property, including the Trademarks; and

WHEREAS, Obligor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans and other financial accommodations to the Borrower pursuant to the Credit Agreement, the Obligor agrees, for the benefit of the Agent and the Lenders, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Guarantee and Collateral Agreement.

SECTION 2. Grant of Security Interest. The Obligor hereby pledges and grants a continuing security interest in, and a right of setoff against, and effective upon demand made upon the occurrence and during the continuance of an Event of Default assigns, transfers and conveys, the Trademarks (including, without limitation, those items listed on Schedule A hereto), to the Agent for the benefit of the Agent and the Lenders to secure payment, performance and observance of the Obligations.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Obligor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Lenders in connection with the Guarantee and Collateral Agreement and is expressly subject to the terms and conditions thereof. The Guarantee and Collateral Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Obligor does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Trademarks granted hereby are more fully set forth in the Credit Agreement and the Guarantee and Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

SEROLOGICALS BIODIAGNOSTICS, INC.

By: Harold W. Ingalls
Name: Harold W. Ingalls
Title: Chief Financial Officer

UBS AG, STAMFORD BRANCH
as Administrative Agent for the Lenders

By:_____
Name:
Title:

094681-0017-08227-NY02.2261350.

STATE OF Georgia)
) ss
COUNTY OF Fulton)

On the ____ day of April, 2003, before me personally came Harold W. Ingalls, who is personally known to me to be the Chief Financial Officer of Serologicals Biodiagnostics, Inc., a Massachusetts corporation; who, being duly sworn, did depose and say that she/he is the Chief Financial Officer in such corporation, the corporation described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the Board of Directors of such corporation; and that she/he acknowledged said instrument to be the free act and deed of said corporation.

Catherine Chapman
Notary Public

(PLACE STAMP AND SEAL ABOVE)

CATHERINE CHAPMAN NOTARY PUBLIC GEORGIA NEWTON COUNTY EXPIRES MARCH 10

094681-0017-08227-NY02.2261350.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

SEROLOGICALS BIODIAGNOSTICS, INC.

By:_____
Name:
Title:

UBS AG, STAMFORD BRANCH
as Administrative Agent for the Lenders

Susan Brunner
Associate Director
By: Banking Products Services, US
Name:
Title:

By: Barbara Ezell-McMichael
Name:
Title:

Barbara Ezell-McMichael
Associate Director
Banking Products Services US

STATE OF CT)
COUNTY OF Fairfield) ss

On the 7th day of April, 2003, before me personally came Susan Brunner and Beatrice Ezell McMichael who are personally known to me to be the A.D and A.D., respectively, of UBS AG, Stamford Branch, a company organized under the laws of Switzerland; each, who, being duly sworn, did depose and say that she/he is the A.D or A.D in such company, the company described in and which executed the foregoing instrument; that each of she/he executed and delivered said instrument pursuant to authority given by the Board of Directors of such company; and that each of she/he acknowledged said instrument to be the free act and deed of said company.

Denise Conzo
Notary Public

DENISE CONZO
NOTARY PUBLIC
MY COMMISSION EXPIRES JUNE 30, 2003

(PLACE STAMP AND SEAL ABOVE)

SCHEDULE A

U.S. Trademarks Registrations and Applications

Trademark	Registration or Serial Number
AP PURPLE	1,774,802

094681-0017-08227-NY02.2261350.2