

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Chemicon International, Inc.		10/14/2004	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, as Administrative Agent
Street Address:	P.O. Box 2558
City:	Houston
State/Country:	TEXAS
Postal Code:	77252
Entity Type:	New York Banking Corporation:

PROPERTY NUMBERS Total: 21

Property Type	Number	Word Mark
Registration Number:	2694954	CYMBUS BIOTECHNOLOGY LIMITED
Registration Number:	2714941	CLEAVALITE
Registration Number:	2397907	QUANTIMATRIX
Registration Number:	2444114	OMNI-PHOS
Registration Number:	2383152	CHEMFLASH
Registration Number:	2379303	MITOLIGHT
Registration Number:	2347079	IHC SELECT
Registration Number:	2495316	OLIGODETECT
Registration Number:	2266598	QUANTI-D
Registration Number:	2174958	CHEMICON
Registration Number:	2157583	SIMULFLUOR
Registration Number:	2179152	AQUAGENE
Registration Number:	1740738	NOVALITE
Registration Number:	1760855	AQUALITE

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Registration Number:	2102439	CAPTAGENE
Registration Number:	1657895	ESGRO
Registration Number:	1618385	SILENUS
Registration Number:	1408103	MONOHAEM
Registration Number:	2862274	YY
Serial Number:	76518870	CHEMICON
Serial Number:	76116130	PROGLOW

CORRESPONDENCE DATA

Fax Number: (212)455-2502
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: (212) 455-2254
Email: ksolomon@stblaw.com
Correspondent Name: Robyn Rahbar, Esq
Address Line 1: Simpson Thacher & Bartlett LLP
Address Line 2: 425 Lexington Avenue
Address Line 4: New York, NEW YORK 10017

NAME OF SUBMITTER:	Robyn Rahbar
Signature:	/rr/
Date:	12/30/2004

Total Attachments: 6
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GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

THIS GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), dated as of October 14, 2004 is made by CHEMICON INTERNATIONAL, INC., a California corporation (the "Obligor"), in favor of JPMORGAN CHASE BANK, a New York banking corporation, as Administrative Agent (the "Agent") for the several banks and other financial institutions (the "Lenders"), parties to the Serologicals Corporation Credit Agreement, dated as of October 14, 2004 (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, LaSalle Bank National Association, as Documentation Agent, and Bank of America, N.A., as Syndication Agent. Capitalized terms not defined herein shall have the meanings ascribed to them in the Credit Agreement.

WITNESSETH:

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 Obligor and certain other subsidiaries of the Borrower have executed and delivered a Guarantee and Collateral Agreement, dated as of October 14, 2004, 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");

WHEREAS, pursuant to the Guarantee and Collateral Agreement, 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, 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. 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.

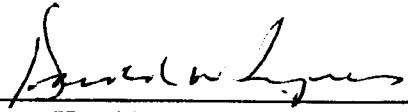
SECTION 3. Purpose. This Agreement has been executed and delivered by Obligor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Lenders in connection with the Guarantee and 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. 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.

CHEMICON INTERNATIONAL, INC.

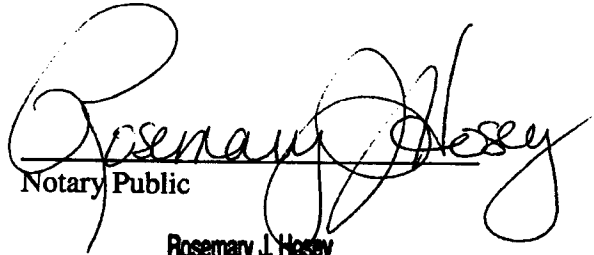
By: 
Name: Harold W. Ingalls
Title: Vice President

JP MORGAN CHASE BANK,
as Administrative Agent for the Lenders

By: _____
Name:
Title:

STATE OF *Georgia,*
COUNTY OF *Gwinnett* ^{SS}

On the *14th* day of October, 2004, before me personally came Harold W. Ingalls, who is personally known to me to be the Vice President of Chemicon International, Inc., a California corporation; who, being duly sworn, did depose and say that he is the Vice President in such corporation, the corporation described in and which executed the foregoing instrument; that he executed and delivered said instrument pursuant to authority given by the Board of Directors of such corporation; and that he acknowledged said instrument to be the free act and deed of said corporation.



Notary Public

Rosemary J. Hesty

Notary Public, Gwinnett Co., GA

My Commission Expires January 23, 2008

(PLACE STAMP AND SEAL ABOVE)

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.

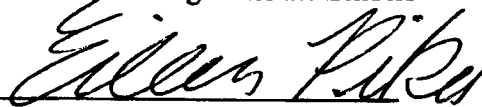
CHEMICON INTERNATIONAL, INC.

By: _____

Name:

Title:

JPMORGAN CHASE BANK,
as Administrative Agent for the Lenders

By: 

Name:

Title: Eileen W. Piker, VP

SCHEDULE A**U.S. Trademarks Registrations and Applications**

<u>Trademark</u>	<u>Registration or Serial Number</u>
CYMBUS BIOTECHNOLOGY LIMITED and Design	2694954
CLEAVALITE	2714941
QUANTIMATRIX	2397907
OMNI-PHOS	2444114
CHEMFLASH	2383152
MITOLIGHT	2379303
IHC SELECT	2347079
OLIGODETECT	2495316
QUANTI-D	2266598
CHEMICON and Design	2174958
SIMULFLUOR	2157583
AQUAGENE	2179152
NOVALITE (Stylized)	1740738
AQUALITE	1760855
CAPTAGENE	2102439
ESGRO	1657895
SILENUS	1618385
MONOHAEM	1408103
YY	2862274
CHEMICON	76518870
PROGLOW	76116130