

Form PTO-1594
(rev 06/04)

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

U. S. Department of Commerce
Patent and Trademark Office

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below:

1. Name of conveying party(ies)/Execution Date(s):

Talecris Biotherapeutics Holdings Corporation
P.O. Box 13887
79 TW Alexander Drive
4101 Research Commons
Research Triangle Park, NC 27709

- Individual(s)
- General Partnership
- Corporation
- Other
- Association
- Limited Partnership

Citizenship Delaware Corporation
Execution Date(s) March 31, 2005

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Government Interest Assignment
- Other Trademark Security Agreement
- Merger
- Change of Name

2. Name and Address of receiving party(ies)

Additional name(s) & address(es) attached? Yes No
Name: JPMorgan Chase Bank, N.A.

Internal Address: _____
Street Address: One Chase Square, T-25

City: Rochester
State: NY

Country: USA Zip: 14643

- Association – Citizenship _____
- General Partnership – Citizenship _____
- Limited Partnership – Citizenship _____
- Corporation – Citizenship _____
- Other _____
- Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached Yes No.

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

A. Trademark Application No(s).
78027648

B. Trademark Registration No(s).

779160	2716540	2805018
1031951	1136564	819792
665653	1473862	1753121
2882977	2802294	

Additional numbers attached? Yes No

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

Jonathan Seiden, Esq.
SKADDEN, ARPS, SLATE, MEAGHER
& FLOM LLP
Four Times Square
New York, New York 10036
Tel: (212) 735-3697
Fax: (212) 735-3697
jseiden@skadden.com

6. Total number of applications and registrations involved: 12

7. Total fee (37 CFR 1.21(h) and 3.41) **\$260**

All fees and any deficiencies are authorized to be charged to Deposit Account
(Our Ref. 139900/509)

8. Payment Information

Deposit Account No. 19-2385
Authorized user Name: Faith C. Robinson

9. Signature.

Signature

Jonathan Seiden, Esq.

Name of Person Signing

April 18, 2005

Date

Total number of pages including cover sheet, and documents:

10

CH \$315.00 192385 78027648

CONTINUATION OF ITEM 1. Name and Address of Conveying Party(ies)

Talecris Biotherapeutics, Inc.
P.O. Box 13887
79 TW Alexander Drive
4101 Research Commons
Research Triangle Park, NC 27709
Delaware Corporation

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of March 31, 2005, between each of the undersigned (each, a "Grantor"), and JPMorgan Chase Bank, N.A. ("Chase"), acting in the capacity of agent for the benefit of itself and the other Secured Parties (in such capacity, the "Administrative Agent").

WITNESSETH:

WHEREAS pursuant to the terms of that certain Credit Agreement, dated as of March 31, 2005 (as it may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among Talecris Biotherapeutics Holdings Corp., and Talecris Biotherapeutics, Inc. (each, and each other Person that becomes a party to the Credit Agreement as a Borrower, individually, a "Borrower" and, collectively, the "Borrowers"), the Issuing Bank, the Lenders party thereto from time to time and Chase, as Administrative Agent, such Lenders and such Issuing Bank have agreed to extend credit and make certain financial accommodations to the Borrower;

WHEREAS pursuant to the Pledge and Security Agreement, dated as of March 31, 2005 (as it may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), between the Grantors and the Administrative Agent, each Grantor granted to the Administrative Agent a security interest and continuing lien on all of such Grantor's right, title and interest in, to and under all Collateral (as defined in the Security Agreement), including the Trademark Collateral (as defined below), and all Collateral, in each case whether now owned or existing or hereafter acquired or arising and wherever located, to secure the prompt and complete payment and performance of all Secured Obligations (as defined in the Security Agreement), including the obligations of the Borrowers under the Credit Agreement; and

WHEREAS pursuant to the Credit Agreement, the Grantors are required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, each Grantor agrees as follows:

Section 1. Defined Terms

Unless otherwise defined herein, capitalized terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

Section 2. Grant of Security Interest in Trademarks

Each Grantor hereby grants to the Administrative Agent a security interest and continuing lien on all of such Grantor's right, title and interest in, to and under the Trademarks, including the Trademarks listed in Schedule A, in each case whether owned or existing or hereafter acquired or arising and wherever located (collectively, the "Trademark Collateral"); provided that applications filed in the U.S. Patent and Trademark Office to register trademarks or service marks on the basis of any Grantor's "intent to use" such marks will not be deemed

Trademark Collateral unless and until the filing of a "Statement of Use" or "Amendment to Allege Use" has been filed and accepted in the United States Patent and Trademark Office, whereupon such applications shall be automatically subject to the lien granted herein and deemed included in the Collateral.

Section 3. Security for Obligations

This Agreement secures, and the Trademark Collateral is collateral security for, the prompt and complete payment and performance in full when due, whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise (including the payment of amounts that would become due but for the operation of the automatic stay under Section 362(a) of the Bankruptcy Code, 11 U.S.C. §362(a) (and any successor provision thereof)), of all Secured Obligations.

Section 4. Security Agreement

The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to the Administrative Agent pursuant to the Security Agreement and each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any irreconcilable conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall control.

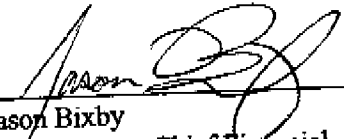
[SIGNATURE PAGE FOLLOWS]

Trademark Security Agreement

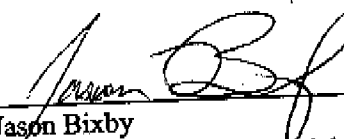
IN WITNESS WHEREOF, each Grantor has caused this Agreement to be duly executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

TALECRIS BIOTHERAPEUTICS, INC.,
as Grantor

By: 
Name: Jason Bixby
Title: Vice President, Chief Financial
Officer and Treasurer

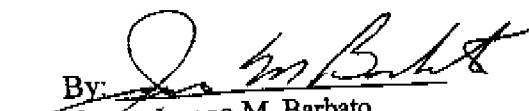
TALECRIS BIOTHERAPEUTICS HOLDINGS
CORP.,
as Grantor

By: 
Name: Jason Bixby
Title: Vice President, Chief Financial
Officer and Treasurer

Trademark Security Agreement

ACCEPTED AND AGREED
as of the date first above written:

JPMORGAN CHASE BANK, N.A.,
as Administrative Agent

By: 
Name: James M. Barbato
Title: Vice President

Trademark Security Agreement

ACKNOWLEDGEMENT OF GRANTOR

STATE OF District)
) ss.
COUNTY OF Columbia)

On this 30 day of March, 2005 before me personally appeared JASON Bobby, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of TALECRIS BIOTHERAPEUTICS, INC., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.


Notary Public
My Commission Expires April 30, 2009

Trademark Security Agreement

ACKNOWLEDGEMENT OF GRANTOR

STATE OF District of)
) ss.
COUNTY OF Columbia)

On this 30 day of March, 2005 before me personally appeared Jason Bally, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of TALECRIS BIOTHERAPEUTICS HOLDINGS CORP., who being by me duly sworn did depose and say that he is an authorized officer of said limited liability company, that the said instrument was signed on behalf of said limited liability company as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said limited liability company.

Henry A. Mellella
Notary Public

My Commission Expires April 30, 2009

**Schedule I
to
Trademark Security Agreement**

Registered Owner i.e. Entity in whose name the trademark is registered in the relevant country	Country	Trademark	App. No. App. Date	Reg. No. Reg. Date	Next Renewal
Bayer Healthcare LLC	United States of America	GAMIMUNE	72186850 17-Feb-1964	779160 10-Nov-1984	10-Nov-2014
Bayer Healthcare LLC	United States of America	GAMINEX	787027648 26-Sep-2000		
Bayer Healthcare LLC	United States of America	GAMUNEX	787031372 19-Oct-2000	2716540 13-May-2003	13-May-2013
Bayer Healthcare LLC	United States of America	IMMUNE GANG	787220347 28-Feb-2003	2805018 13-Jan-2004	13-Jan-2014
Bayer Healthcare LLC	United States of America	KOATE	73027260 19-Jul-1974	1031951 03-Feb-1976	03-Feb-2006
Bayer Healthcare LLC	United States of America	PLASBUMIN	73197739 21-Dec-1978	1136564 03-Jun-1980	03-Jun-2010
Bayer Healthcare LLC	United States of America	PLASMANATE	727228655 27-Sep-1965	819792 06-Dec-1966	06-Dec-2006
Bayer Healthcare LLC	United States of America	PLASMANATE	727039861 31-Oct-1957	665653 12-Aug-1958	12-Aug-2008
Bayer Healthcare LLC	United States of America	PROLASTIN	73658709 04-May-1987	1473862 26-Jan-1988	26-Jan-2008
Bayer Healthcare LLC	United States of America	THROMBATE III	74232095 20-Dec-1991	1753121 18-Feb-1993	18-Feb-2013
Bayer AG	United States of America	HAPPY MAN LOGO	787151742 07-Aug-2002	2882977 07-Sep-2004	07-Sep-2014
Bayer AG	United States of America	HAPPY MAN LOGO	787151737 07-Aug-2002	2802294 06-Jan-2004	06-Jan-2014

RECORDED: 04/18/2005

TRADEMARK
REEL: 003095 FRAME: 0975