

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Bayer HealthCare LLC		03/31/2005	LTD LIAB JT ST CO: DELAWARE

RECEIVING PARTY DATA

Name:	Talecris Biotherapeutics, Inc.
Street Address:	79 TW Alexander Drive
Internal Address:	4101 Research Commons
City:	Research Triangle Park
State/Country:	NORTH CAROLINA
Postal Code:	27709
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	0779760	GAMIMUNE
Registration Number:	2716540	GAMUNEX
Registration Number:	2805018	IMMUNE GANG
Registration Number:	1031951	KOATE
Registration Number:	1136564	PLASBUMIN
Registration Number:	0819792	PLASMANATE
Registration Number:	0665653	PLASMANATE
Registration Number:	1473862	PROLASTIN
Registration Number:	1753121	THROMBATE III

CORRESPONDENCE DATA

Fax Number: (919)755-6096
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

CH \$240.00 0779760

Phone: (919) 755-2109
Email: mtepper@wcsr.com
Correspondent Name: Maury M. Tepper, III
Address Line 1: P.O. Box 831
Address Line 4: Raleigh, NORTH CAROLINA 27602

NAME OF SUBMITTER:	Maury M. Tepper, III
Signature:	/Maury M. Tepper, III/
Date:	08/22/2005

Total Attachments: 7

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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT ("Assignment") dated as of March 31, 2005 (the "Effective Date"), is by and between Bayer HealthCare LLC, a Delaware limited liability company with an office at 400 Morgan Lane, West Haven, CT 06516 ("Bayer" or "Assignor") and Talecris BioTherapeutics, Inc. (f/k/a NPS Biotherapeutics, Inc.), a Delaware corporation with an office at 79 TW Alexander Drive, 4101 Research Commons, Research Triangle Park, Raleigh, NC 27709 ("Assignee").

In the Amended and Restated Joint Contribution Agreement dated as of March 30, 2005, by and among Bayer, Talecris Holdings, LLC (f/k/a NPS Bio Holdings, LLC), a limited liability company organized under the laws of the state of Delaware ("NPS"), Talecris Biotherapeutics Holdings Corp., a corporation organized under the laws of the state of Delaware, and Assignee (the "Contribution Agreement"), Bayer has agreed to transfer or to cause one or more of its Affiliates to transfer to Assignee, certain assets, specified in the Contribution Agreement by execution of certain agreements including, without limitation, one or more Assignment and Assumption Agreements contemplated to be effective concurrently herewith, and one or more transfer documents. This Assignment is a transfer document in accordance with the Contribution Agreement and the assets transferred hereby may also be subjects of one or more of such Assignment and Assumption Agreements. Capitalized terms used and not otherwise defined herein shall have the meanings ascribed to them in the Contribution Agreement.

Whereas Assignor has intended to use the mark that is the subject of Application Serial Number 78/027,648 in interstate commerce and such application was filed based on a bona fide intent to use such mark in commerce, but has not yet filed an allegation of use of the mark under Section 1(c) or 1(d) of the Trademark Act.

Whereas Assignee is acquiring the entire portion of the business to which the mark pertains as required by 15 USC Section 1060.

In consideration of the representations, warranties, covenants and agreements in the Contribution Agreement, the parties agree as follows:

1. Assignment

Assignor hereby contributes, assigns and transfers to Assignee, and Assignee hereby accepts the contribution, assignment and transfer from Assignor of, all of its right, title and interest in and to the trademarks, trademark registrations and applications for trademark registration listed in the attached Schedule 1A together with all goodwill associated therewith (collectively, the "Trademarks") together with any extension, modification or renewal thereof, and (i) all rights, Claims, credits or rights of set-off against third persons for infringement or other violation of the Trademarks arising on or after the Effective Date or as otherwise provided in the Contribution Agreement, whether liquidated or unliquidated, fixed or contingent including any claim, demand, suit, inquiry, investigation, proceeding, action (including any governmental action) or cause of action

of any kind or character (in each case, whether civil, criminal, investigative or administrative), seeking monetary damages, fines, penalties, recall required by Governmental Authority, seizures, detentions, injunctions, or any equitable or other relief or sanction under any theory, including those based on theories of contract, tort, equity, statutory liability against third persons for infringement or other violations of the Trademarks, and (ii) all income, royalties or payments exclusively relating to the Trademarks due or payable for any period on or after the Effective Date under any Contract (all collectively, the "Trademark Rights").

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Assignor shall provide to Assignee cooperation and assistance at Assignee's reasonable request (including, without limitation, the execution and delivery of any affidavits, declarations, oaths, samples, exhibits, specimens and other documentation as may be reasonably required): (1) in the preparation and prosecution of any application for registration of the Trademark Rights; (2) in the prosecution or defense of any interference, infringement or other proceedings that may arise in connection with any of the Trademark Rights, including, without limitation, testifying as to any facts relating to the Trademark Rights assigned herein and this Assignment; and (3) in the implementation or perfection of this Assignment; provided that Assignee shall be responsible as to (1) - (3) above for the reasonable direct costs of Assignor which includes (i) employee costs (including, for example, salaries, benefits, relocation, travel, and training and development) and employee supporting costs (including, for example, computer and software, telephone usage, supplies, and depreciation of office equipment and furnishings) for employees working directly on (1) - (3) above, pro rated for the amount of time spent by such employees working directly on (1) - (3) above, but in no event shall this include any general overhead costs (including, for example, depreciation for office building space, information technology infrastructure, site maintenance, medical department, cafeteria, security, communications, safety, heating and cooling, water and sewage, electricity, gas, and general administration), and (ii) documented out-of-pocket costs incurred in the provision of (1) - (3) above, including, without limitation, attorney fees for counsel for Assignor selected at the sole discretion of Assignor.

2. Parties' Rights and Remedies

The rights and remedies of each party under the Contribution Agreement shall not be deemed to be enlarged, modified or altered in any way by this Agreement. This Assignment is made without representation or warranty except as provided in and by the Contribution Agreement.

3. Governing Law

This Assignment shall be governed by and construed in accordance with the laws of the State of New York without giving effect to the principles of conflicts of law thereof.

Handwritten signature and initials in the top right corner, including a large circular flourish and the letters 'KAT' and 'A'.


4. Counterparts

This Assignment may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument.


[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, Assignor and Assignee each has caused this instrument to be executed by its respective duly authorized representative as of the Effective Date.

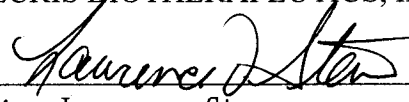
BAYER HEALTHCARE LLC

By 
Name: Joseph Akers
Title: Executive Vice President

BAYER HEALTHCARE LLC

By 
Name: Keith Abrams
Title: Assistant Secretary

TALECRIS BIOTHERAPEUTICS, INC.

By 
Name: Lawrence Stern
Title: Executive Chairman,
President and Chief
Executive Officer

CERTIFICATE OF ACKNOWLEDGMENT

CITY OF WASHINGTON

ss.:

DISTRICT OF COLUMBIA

On this 31st day of March 2005, before me personally came Joseph Akers, to me known to be the person who executed the foregoing instrument, and who, being duly sworn by me, did depose and say that he is the Executive Vice President of Bayer HealthCare LLC, a Delaware limited liability company, and that he executed the foregoing instrument in the firm name of Bayer HealthCare LLC, and that he had authority to sign the same, and he acknowledged to me that he executed the same as the act and deed of said firm for the uses and purposes therein mentioned.



Notary Public – District of Columbia

Printed Name Linda C. Brown

My Commission Expires:

LINDA C. BROWN
NOTARY PUBLIC OF DISTRICT OF COLUMBIA
My Commission Expires August 31, 2006


CERTIFICATE OF ACKNOWLEDGMENT

CITY OF WASHINGTON

ss.:

DISTRICT OF COLUMBIA

On this 31st day of March 2005, before me personally came Keith Abrams, to me known to be the person who executed the foregoing instrument, and who, being duly sworn by me, did depose and say that he is the Assistant Secretary of Bayer HealthCare LLC, a Delaware limited liability company, and that he executed the foregoing instrument in the firm name of Bayer HealthCare LLC, and that he had authority to sign the same, and he acknowledged to me that he executed the same as the act and deed of said firm for the uses and purposes therein mentioned.


Notary Public – District of Columbia
Printed Name Linda C. Brown

My Commission Expires:

~~LINDA C. BROWN
NOTARY PUBLIC OF DISTRICT OF COLUMBIA
My Commission Expires August 31, 2006~~

Schedule 1A

Reg. No./ App. No.	Registered Owner i.e. Entity in whose name the trademark is registered in the relevant country	Status of Record Title	Country	Trademark	Classes	App. No./ App. Date	Reg. No./ Reg. Date	Status	Next Renewal
58									
12117	Bayer HealthCare LLC		United States of America	GAMMUNE	5	72166850 17-Feb-1964	779760 10-Nov-1964	REG	10-Nov-2014
402738	Bayer HealthCare LLC		United States of America	GAMUNEX	5	78/031372 19-Oct-2000	2716540 13-May-2003	REG	13-May-2013
285623	Bayer HealthCare LLC		United States of America	IMMUNE GANG	5, 16, 28	78/220347 28-Feb-2003	2805018 13-Jan-2004	REG	13-Jan-2014
12290	Bayer HealthCare LLC		United States of America	KOATE	5	73027260 19-Jul-1974	1031951 03-Feb-1976	REG	03-Feb-2006
2974	Bayer HealthCare LLC		United States of America	PLASBUMIN	5	73197739 21-Dec-1978	1136564 03-Jun-1980	REG	03-Jun-2010
8417	Bayer HealthCare LLC		United States of America	PLASMANATE	5	72/228655 27-Sep-1965	819792 06-Dec-1966	REG	06-Dec-2006
5335	Bayer HealthCare LLC		United States of America	PLASMANATE	5	72/039861 31-Oct-1957	665653 12-Aug-1958	REG	12-Aug-2008
9699	Bayer HealthCare LLC		United States of America	PROLASTIN	5	73658709 04-May-1987	1473862 26-Jan-1988	REG	26-Jan-2008
6934	Bayer HealthCare LLC		United States of America	THROMBATE III	5	74232095 20-Dec-1991	1753121 16-Feb-1993	REG	16-Feb-2013

TRADEMARK

REEL: 003144 FRAME: 0548