

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
Generex Pharmaceuticals Inc.		03/31/2008	CORPORATION: CANADA
RECEIVING PARTY DATA			
Name:	Cranshire Capital, L.P.		
Street Address:	3100 Dundee Road, Suite 703		
City:	Northbrook		
State/Country:	ILLINOIS		
Postal Code:	60062		
Entity Type:	LIMITED PARTNERSHIP: ILLINOIS		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Serial Number:	77102241	BABOOM!	
Serial Number:	78924611	GENEREX ORAL-LYN	
Serial Number:	77290393	GLUCOBREAK	
Serial Number:	78951591	GLUCOSE RAPIDSPRAY	
Serial Number:	77265011	NICOBREAK	
Serial Number:	78535266	RAPIDMIST	
CORRESPONDENCE DATA			
Fax Number:	(215)851-8383		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	215-851-8472		
Email:	gmiller@eckertseamans.com, esteigerwalt@eckertseamans.com		
Correspondent Name:	Gary A. Miller		
Address Line 1:	50 South 16th Street, 22nd Floor		
Address Line 2:	Two Liberty Place		
Address Line 4:	Philadelphia, PENNSYLVANIA 19102		

OP \$165.00 77102241

ATTORNEY DOCKET NUMBER:	358594-00001
NAME OF SUBMITTER:	Gary A. Miller
Signature:	/gary a. miller/
Date:	04/03/2008

Total Attachments: 13

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 31st day of March, 2008, by the Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), in favor of the Secured Parties under and as defined in the below-described Security Agreement.

WITNESSETH:

WHEREAS, pursuant to that certain Securities Purchase Agreement dated as of March 31, 2008 (as amended, restated, supplemented, or otherwise modified from time to time, including all schedules thereto, the "Purchase Agreement") by and among GENEREX BIOTECHNOLOGY CORPORATION, a Delaware corporation ("Parent"), and Secured Parties, Parent has agreed to sell, and Secured Parties have agreed to purchase, severally and not jointly, certain Notes and Warrants, and

WHEREAS, in order to induce the Secured Parties to purchase the Notes and Warrants as provided for in the Purchase Agreement, Grantors have executed and delivered to Secured Parties that certain Security Agreement of even date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Secured Parties this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantors hereby agree as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or the Purchase Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants to each Secured Party a continuing first priority security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral");

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all goodwill, trade secrets, proprietary or confidential information, technical information, procedures, formulae, quality control standards, designs, operating and training manuals, customer lists, and other General Intangibles with respect to the foregoing;

(c) all reissues, continuations or extensions of the foregoing;

(d) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(e) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademark licensed under any Intellectual Property License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Intellectual Property License.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the Security Interests created hereby secures the payment and performance of all the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Secured Parties, or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Secured Parties pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Secured Parties with respect to their respective security interests 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.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. To the extent required under the Security Agreement, Grantors shall give prompt notice in writing to Secured Parties with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section 5, Grantors hereby authorize Secured Parties unilaterally to modify this Agreement by amending Schedule I to include any such material new trademark rights of Grantors. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from any Secured Party's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any other Transaction Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

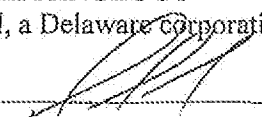
7. CONSTRUCTION. Unless the context of this Trademark Security Agreement or any other Transaction Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." The words "hereof," "herein," "hereby," "hereunder," and similar terms in this Trademark Security Agreement or any other Transaction Document refer to this Trademark Security Agreement or such other Transaction Document, as the case may be, as a whole and not to any particular provision of this Trademark Security Agreement or such other Transaction Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Agreement unless otherwise specified. Any reference in this Trademark Security Agreement or in any other Transaction Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein or in any other Transaction Document to the satisfaction or repayment in full of the Secured Obligations shall mean the repayment in full in cash of all Secured Obligations other than unasserted contingent indemnification Secured Obligations. Any reference herein to any Person shall be construed to include such Person's successors and assigns. Any requirement of a writing contained herein


or in any other Transaction Document shall be satisfied by the transmission of a Record and any Record so transmitted shall constitute a representation and warranty as to the accuracy and completeness of the information contained therein.

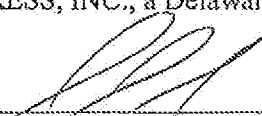
[Signatures Contained on Next Page]

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

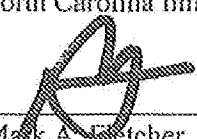
GENEREX BIOTECHNOLOGY CORPORATION, a Delaware corporation

By: 
Name: Rose C Perri
Title: Chief Financial Officer

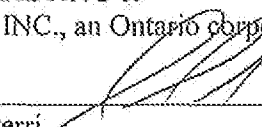
By: 
Name: Mark A. Fletcher
Title: Executive Vice-President, General Counsel
ANTIGEN EXPRESS, INC., a Delaware corporation

By: 
Name: Rose C. Perri
Title: Director

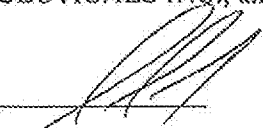
GENEREX PHARMACEUTICALS (USA) LLC, a North Carolina limited liability company

By: 
Name: Mark A. Fletcher
Title: Sole Manager

GENEREX MARKETING & DISTRIBUTION INC., an Ontario corporation

By: 
Name: Rose C. Perri
Title: Director

GENEREX PHARMACEUTICALS INC., an Ontario corporation

By: 
Name: Rose C. Perri
Title: Secretary-Treasurer

1097346 ONTARIO INC., an Ontario
corporation

By: _____

Name: Rose C. Perri
Title: Secretary-Treasurer

GENEREX (BERMUDA), INC., a corporation
existing pursuant to the Bermuda Companies
Act

By: _____

Name: Mark A. Fletcher
Title: Director

Trademark Registrations/Applications

Status	Grantor	Country	Mark	Application No.	Registration No.	Application Date	Registration Date
Pending	Generex Pharmaceuticals Inc.	Bahrain	BaBoom!	58405		July 30, 2007	
Pending	Generex Pharmaceuticals Inc.	Canada	BaBoom!	1,333,905		February 2, 2007	
Pending	Generex Pharmaceuticals Inc.	Egypt	BaBoom!	204817		July 30, 2007	
Pending	Generex Pharmaceuticals Inc.	Jordan	BaBoom!	93887		July 22, 2007	
Pending	Generex Pharmaceuticals Inc.	Kuwait	BaBoom!	87849		August 13, 2007	
Pending	Generex Pharmaceuticals Inc.	Oman	BaBoom!	46077		July 21, 2007	
Pending	Generex Pharmaceuticals Inc.	Qatar	BaBoom!	45739		July 24, 2007	
Pending	Generex Pharmaceuticals Inc.	Saudi Arabia	BaBoom!	120108		July 28, 2007	
Pending	Generex Pharmaceuticals Inc.	United Arab Emirates	BaBoom!	97997		July 29, 2007	
Pending	Generex Pharmaceuticals Inc.	United States	BaBoom!	77/102,241		February 8, 2007	
Pending	Generex Pharmaceuticals Inc.	Yemen	BaBoom!	40119		July 30, 2007	
Pending	Generex Pharmaceuticals Inc.	Canada	Generex Biotechnology & Design	1,376,454		December 18, 2007	
Pending	Generex Pharmaceuticals Inc.	Canada	Generex Biotechnology & Logo	1,089,123		January 15, 2001	
Pending	Generex Pharmaceuticals Inc.	Argentina	Generex Oral-lyn	2,684,115		July 10, 2006	
Pending	Generex Pharmaceuticals Inc.	Bahrain	Generex Oral-lyn	49903		September 6, 2006	

Registered	Pharmaceuticals Inc.	Bolivia	Generex Oral-lyn	SM-2520-2006	109367	July 10, 2006	June 25, 2007
Pending	Pharmaceuticals Inc.	Brazil	Generex Oral-lyn	828547505		July 10, 2006	
Pending	Pharmaceuticals Inc.	Canada	Generex Oral-lyn	1,285,523		January 10, 2006	
Pending	Pharmaceuticals Inc.	Chile	Generex Oral-lyn	735,828		July 10, 2006	
Pending	Pharmaceuticals Inc.	China	Generex Oral-lyn	5990434		April 10, 2007	
Pending	Pharmaceuticals Inc.	Costa Rica	Generex Oral-lyn	2007-0014595			
Registered	Pharmaceuticals Inc.	Ecuador	Generex Oral-lyn	166620	4177-07	January 17, 2006	August 24, 2007
Pending	Pharmaceuticals Inc.	El Salvador	Generex Oral-lyn	100641-2007			
Registered	Pharmaceuticals Inc.	European Union	Generex Oral-lyn	005221056	005221056	July 10, 2006	July 3, 2007
Pending	Pharmaceuticals Inc.	Guatemala	Generex Oral-lyn	2007-009448			
Pending	Pharmaceuticals Inc.	Honduras	Generex Oral-lyn	36416-2007			
Pending	Pharmaceuticals Inc.	India	Generex Oral-lyn	1532314		February 19, 2007	
Registered	Pharmaceuticals Inc.	Kuwait	Generex Oral-lyn	78962	66219	August 9, 2006	August 9, 2006
Registered	Pharmaceuticals Inc.	Lebanon	Generex Oral-lyn	3996	107475	July 8, 2006	July 10, 2006
Registered	Pharmaceuticals Inc.	Mexico	Generex Oral-lyn	793384	953345	July 10, 2006	September 20, 2006
Pending	Pharmaceuticals Inc.	Nicaragua	Generex Oral-lyn	2007-04427			
Registered	Pharmaceuticals Inc.	Oman	Generex Oral-lyn	40829	40829	July 15, 2006	March 13, 2007
Pending	Pharmaceuticals Inc.	Panama	Generex Oral-lyn	167692-01			

Registered	Pharmaceuticals Inc.	Peru	Generex Oral-lyn	284480-2006	123759	July 10, 2006	January 19, 2007
Pending	Pharmaceuticals Inc.	Qatar	Generex Oral-lyn	41458		October 1, 2006	
Pending	Pharmaceuticals Inc.	Saudi Arabia	Generex Oral-lyn	108281		July 30, 2006	
Pending	Pharmaceuticals Inc.	South Africa	Generex Oral-lyn	2006/30417		December 13, 2006	
Pending	Pharmaceuticals Inc.	United Arab Emirates	Generex Oral-lyn	84717		August 27, 2006	
Pending	Pharmaceuticals Inc.	United States	Generex Oral-lyn	78/924,611		July 7, 2006	
Pending	Pharmaceuticals Inc.	Chile	Generex Oral-lyna	736,035		July 11, 2006	
Registered	Pharmaceuticals Inc.	Mexico	Generex Oral-lyna	793679	953061	July 11, 2006	September 19, 2006
Registered	Pharmaceuticals Inc.	Peru	Generex Oral-lyna	284581-2006	123266	July 12, 2006	January 10, 2007
Pending	Pharmaceuticals Inc.	Algeria	Glucobreak	072523		September 18, 2007	
Pending	Pharmaceuticals Inc.	Bahrain	Glucobreak	59706		September 24, 2007	
Pending	Pharmaceuticals Inc.	Canada	Glucobreak	1,342,165		April 4, 2007	
Pending	Pharmaceuticals Inc.	Egypt	Glucobreak	207531		October 1, 2007	
Pending	Pharmaceuticals Inc.	Federation of Russia	Glucobreak	2007727151		September 3, 2007	
Pending	Pharmaceuticals Inc.	Iran	Glucobreak	8607 0020		September 23, 2007	
Pending	Pharmaceuticals Inc.	Iraq	Glucobreak	51242		September 25, 2007	
Registered	Pharmaceuticals Inc.	Jordan	Glucobreak	37374	95652	September 19, 2007	
Pending	Pharmaceuticals Inc.	Kuwait	Glucobreak	89122		October 16, 2007	

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Pending	Pharmaceuticals Inc.	Libya	GlucoBreak	13111				October 4, 2007	
Pending	Generex Pharmaceuticals Inc.	Morocco	GlucoBreak	112976				September 17, 2007	
Pending	Pharmaceuticals Inc.	Morocco	GlucoBreak	28190				September 26, 2007	
Pending	Generex Pharmaceuticals Inc.	Oman	GlucoBreak	46950				September 17, 2007	
Pending	Pharmaceuticals Inc.	Qatar	GlucoBreak	46797				October 2, 2007	
Pending	Generex Pharmaceuticals Inc.	Saudi Arabia	GlucoBreak	122537				September 30, 2007	
Pending	Pharmaceuticals Inc.	Syria	GlucoBreak	3488/2007				September 16, 2007	
Pending	Generex Pharmaceuticals Inc.	United Arab Emirates	GlucoBreak	100251				September 20, 2007	
Pending	Pharmaceuticals Inc.	United States	GlucoBreak	77/290,393				September 27, 2007	
Pending	Generex Pharmaceuticals Inc.	Yemen	GlucoBreak	40779				September 25, 2007	
Pending	Pharmaceuticals Inc.	Canada	Gluco-gyn	1,257,823				May 16, 2005	
Registered	Generex Pharmaceuticals Inc.	Mexico	Gluco-gyn	751166	924030			November 16, 2005	March 10, 2006
Registered	Pharmaceuticals Inc.	United Arab Emirates	Gluco-gyn	74990	63355			November 15, 2005	
Pending	Generex Pharmaceuticals Inc.	Argentina	Glucose RapidSpray	2,695,226				August 15, 2006	
Pending	Pharmaceuticals Inc.	Bolivia	Glucose RapidSpray	SM-2997-06				August 14, 2006	
Pending	Generex Pharmaceuticals Inc.	Botswana	Glucose RapidSpray	BM/M/07/00750				October 31, 2007	
Pending	Pharmaceuticals Inc.	Brazil	Glucose RapidSpray	828621837				August 14, 2006	
Registered	Generex Pharmaceuticals Inc.	Canada	Glucose	1,289,905	TMA694,819			February 14, 2006	August 27, 2007

	Pharmaceuticals Inc.		RapidSpray						
Pending	Generex Pharmaceuticals Inc.	China	Glucose RapidSpray	5990433				April 10, 2007	
Pending	Generex Pharmaceuticals Inc.	Costa Rica	Glucose RapidSpray					February 15, 2008	
Registered	Generex Pharmaceuticals Inc.	Ecuador	Glucose RapidSpray	174195	4152-07			August 15, 2006	August 24, 2007
Registered	Generex Pharmaceuticals Inc.	European Union	Glucose RapidSpray	005293261	005293261			August 14, 2006	July 3, 2007
Registered	Generex Pharmaceuticals Inc.	Jordan	Glucose RapidSpray	88216	88216			August 17, 2006	August 17, 2006
Pending	Generex Pharmaceuticals Inc.	Mexico	Glucose RapidSpray	900648				December 6, 2007	
Pending	Generex Pharmaceuticals Inc.	Mozambique	Glucose RapidSpray	12744/2008				January 8, 2008	
Pending	Generex Pharmaceuticals Inc.	Namibia	Glucose RapidSpray	2007/02196				November 16, 2007	
Pending	Generex Pharmaceuticals Inc.	Oman	Glucose RapidSpray	41196				August 19, 2006	
Pending	Generex Pharmaceuticals Inc.	Peru	Glucose RapidSpray	287633-2006				August 14, 2006	
Pending	Generex Pharmaceuticals Inc.	South Africa	Glucose RapidSpray	2007-26601				November 16, 2007	
Pending	Generex Pharmaceuticals Inc.	South Africa	Glucose RapidSpray	2006/30416				December 13, 2006	
Pending	Generex Pharmaceuticals Inc.	Swaziland	Glucose RapidSpray	436/07				October 30, 2007	
Pending	Generex Pharmaceuticals Inc.	United Arab Emirates	Glucose RapidSpray	84716				August 27, 2006	
Registered	Generex Pharmaceuticals Inc.	United States	Glucose RapidSpray	78/951,591	3,374,627			August 14, 2006	January 22, 2008
Registered	Generex Pharmaceuticals Inc.	Yemen	Glucose RapidSpray	36603	30393			September 25, 2006	June 11, 2007
Pending	Generex Pharmaceuticals Inc.	Zimbabwe	Glucose RapidSpray	1400/2007				November 14, 2007	
Pending	Generex Pharmaceuticals Inc.	Canada	Insut+	1,384,374				February 21, 2008	

Pending	Pharmaceuticals Inc.	Algeria	MetControl	072551			September 22, 2007
Pending	Generex Pharmaceuticals Inc.	Bahrain	MetControl	60067			October 8, 2007
Pending	Pharmaceuticals Inc.	Brazil	MetControl	829433031			October 19, 2007
Pending	Generex Pharmaceuticals Inc.	Canada	MetControl	1,344,810			April 25, 2007
Pending	Pharmaceuticals Inc.	Ecuador	MetControl	189400			September 21, 2007
Pending	Generex Pharmaceuticals Inc.	Egypt	MetControl	207379			October 3, 2007
Pending	Pharmaceuticals Inc.	European Union	MetControl	006305288			September 24, 2007
Pending	Generex Pharmaceuticals Inc.	Federation of Russia	MetControl	2007729811			September 27, 2007
Pending	Pharmaceuticals Inc.	India	MetControl	1607846			October 3, 2007
Pending	Generex Pharmaceuticals Inc.	Iran	MetControl	89070021			September 23, 2007
Pending	Pharmaceuticals Inc.	Iraq	MetControl	51244			September 25, 2007
Pending	Generex Pharmaceuticals Inc.	Jordan	MetControl	37666			September 23, 2007
Pending	Pharmaceuticals Inc.	Kuwait	MetControl	89121			October 16, 2007
Pending	Generex Pharmaceuticals Inc.	Libya	MetControl	13112			October 4, 2007
Pending	Pharmaceuticals Inc.	Mexico	MetControl	884,917			September 26, 2007
Pending	Generex Pharmaceuticals Inc.	Morocco	MetControl	28119			September 24, 2007
Pending	Pharmaceuticals Inc.	Oman	MetControl	47070			September 23, 2007
Pending	Generex Pharmaceuticals Inc.	Qatar	MetControl	46796			October 2, 2007

Pending	Pharmaceuticals Inc.	Saudi Arabia	MetControl	122538					September 30, 2007	
Pending	Pharmaceuticals Inc.	South Africa	MetControl	2007/21675					September 25, 2007	
Pending	Pharmaceuticals Inc.	Syria	MetControl	3660/2007					September 24, 2007	
Pending	Pharmaceuticals Inc.	Ukraine	MetControl	M 2007 1527					September 21, 2007	
Pending	Pharmaceuticals Inc.	United Arab Emirates	MetControl	100548					September 30, 2007	
Pending	Pharmaceuticals Inc.	Yemen	MetControl	40671					September 23, 2007	
Pending	Pharmaceuticals Inc.	Canada	Nicobreak	1,338,520					March 8, 2007	
Pending	Pharmaceuticals Inc.	United States	Nicobreak	77/265,011					August 27, 2007	
Registered	Pharmaceuticals Inc.	Chile	Oral lyn	743,840			743,840		July 28, 2005	December 26, 2005
Registered	Pharmaceuticals Inc.	Chile	Oral lyn	743,839			743,839		July 28, 2005	December 26, 2005
Registered	Pharmaceuticals Inc.	Argentina	Oralin	2,170,690			1,847,187		August 21, 1998	October 16, 2001
Pending	Pharmaceuticals Inc.	Argentina	Oral-lyn	2,667,146					April 28, 2006	
Registered	Pharmaceuticals Inc.	Bolivia	Oral-lyn	SM-1846-06			108443-C		May 19, 2006	May 29, 2007
Registered	Pharmaceuticals Inc.	Colombia	Oral-lyn	06-040,580			326361		April 28, 2006	November 28, 2006
Registered	Pharmaceuticals Inc.	Ecuador	Oral-lyn	167031			919-07		January 30, 2006	April 16, 2007
Registered	Pharmaceuticals Inc.	Peru	Oral-lyn	275442-2006			119437		April 18, 2006	September 14, 2006
Pending	Pharmaceuticals Inc.	Venezuela	Oral-lyn	06-08971					May 2, 2006	
Pending	Pharmaceuticals Inc.	Canada	RapidMist	1,042,202					January 12, 2000	

Pending	Pharmaceuticals Inc. Generex Pharmaceuticals Inc.	United States	RapidMist	78,535,266	December 20, 2004	
Pending	Pharmaceuticals Inc. Generex Pharmaceuticals Inc.	Canada	RapidSpray	1,289,474	February 10, 2006	