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
GTC Biotherapeutics, Inc.		12/22/2008	CORPORATION: MASSACHUSETTS

RECEIVING PARTY DATA

Name:	LFB Biotechnologies S.A.S.U.
Street Address:	3, avenue des Tropiques, LES ULIS
City:	Courtaboeuf
State/Country:	FRANCE
Postal Code:	91940
Entity Type:	Societe par Actions Simplifiee Unipersonnelle: FRANCE

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	3356991	GTC BIOTHERAPEUTICS
Registration Number:	3391128	GTC BIOTHERAPEUTICS
Registration Number:	3391054	GTC BIOTHERAPEUTICS

CORRESPONDENCE DATA

Fax Number: (617)542-2241

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 617-348-4914

Email: cpeters@mintz.com

Correspondent Name: Carol H. Peters

Address Line 1: Mintz Levin Cohn Ferris Glovsky & Popeo

Address Line 2: One Financial Center

Address Line 4: Boston, MASSACHUSETTS 02111

ATTORNEY DOCKET NUMBER: 34948-002

DOMESTIC REPRESENTATIVE

TRADEMARK 900123298 REEL: 003907 FRAME: 0867 222033

) | 00% | T Name: Christopher Lhulier

Address Line 1: Mintz Levin Cohn Ferris Glovsky & Popeo

Address Line 2: One Financial Center

Address Line 4: Boston, MASSACHUSETTS 02111

NAME OF SUBMITTER:	Carol H. Peters
Signature:	/carol/h/peters/
Date:	12/22/2008

Total Attachments: 15

source=LFB-GTC Financing Trademark and License Security Agreement#page1.tif source=LFB-GTC Financing Trademark and License Security Agreement#page2.tif source=LFB-GTC Financing Trademark and License Security Agreement#page3.tif source=LFB-GTC Financing Trademark and License Security Agreement#page4.tif source=LFB-GTC Financing Trademark and License Security Agreement#page5.tif source=LFB-GTC Financing Trademark and License Security Agreement#page6.tif source=LFB-GTC Financing Trademark and License Security Agreement#page7.tif source=LFB-GTC Financing Trademark and License Security Agreement#page8.tif source=LFB-GTC Financing Trademark and License Security Agreement#page9.tif source=LFB-GTC Financing Trademark and License Security Agreement#page10.tif source=LFB-GTC Financing Trademark and License Security Agreement#page11.tif source=LFB-GTC Financing Trademark and License Security Agreement#page12.tif source=LFB-GTC Financing Trademark and License Security Agreement#page13.tif source=LFB-GTC Financing Trademark and License Security Agreement#page13.tif source=LFB-GTC Financing Trademark and License Security Agreement#page14.tif source=LFB-GTC Financing Trademark and License Security Agreement#page15.tif

TRADEMARK AND LICENSE SECURITY AGREEMENT

This TRADEMARK AND LICENSE SECURITY AGREEMENT (this "<u>Agreement</u>"), dated as of December 22, 2008, is by and between GTC BIOTHERAPEUTICS, INC. ("<u>Grantor</u>") and LFB BIOTECHNOLOGIES S.A.S.U. ("<u>Grantee</u>").

$\underline{W} \underline{I} \underline{T} \underline{N} \underline{E} \underline{S} \underline{S} \underline{E} \underline{T} \underline{H}$:

WHEREAS, pursuant to that certain Note and Warrant Purchase Agreement by and between the Grantor and the Grantee dated October 31, 2008 (the "Purchase Agreement"), the Grantor is issuing and selling to the Grantee a secured convertible note in the original principal amount of \$15,000,000 (the "Convertible Note") and a warrant to purchase up to 23,193,548 shares of common stock of the Grantor:

WHEREAS, in connection with the Purchase Agreement and Convertible Note Grantor and Grantee have entered into that certain Security Agreement, dated as of the date hereof (as may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"); and

WHEREAS, Grantor has agreed to pledge the Trademark Collateral (as defined below) to Grantee in accordance with the terms of the Security Agreement and this Agreement, to secure the Indebtedness (as defined in the Security Agreement).

NOW, THEREFORE, in consideration of these premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Defined Terms.

- (i) Unless otherwise defined herein, capitalized terms used herein which are defined in the Security Agreement shall have the meanings specified in the Security Agreement.
- (ii) The words "hereof", "herein", and "hereunder" and words of like import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement, and Section and schedule references are to this Agreement unless otherwise specified.
- (iii) All terms defined in this Agreement in the singular shall have comparable meanings when used in the plural, and <u>vice versa</u>, unless otherwise specified.
- (iv) "<u>Default</u>" means the occurrence of either of the following events: (a) any default by Grantor under the terms of the Security Agreement or any other Debt Document; or (b) any Event of Default.
- 2. <u>Security Interest in Trademarks</u>. As security for prompt payment in full of all of the Indebtedness, Grantor hereby grants to Grantee a first priority security interest, having priority over all other security interests in all of Grantor's now owned or existing and hereafter acquired or arising (collectively, the "<u>Trademark Collateral</u>"):

- trademarks, registered trademarks and trademark applications, trademark (i) registrations, trade names, service marks, registered service marks, service mark applications, and service mark registrations (except for "intent-to-use" applications for trademark or service mark registrations prior to the filing of an amendment alleging use or a verified statement of use), including, without limitation, the registered trademarks, trademark applications, registered service marks and service mark applications and registrations listed on Schedule A, and (a) all renewals thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (c) the right to sue for past, present and future infringements and dilutions thereof, and (d) all of Grantor's rights corresponding thereto throughout the world (all of the foregoing registered trademarks, trademark applications, registered service marks and service mark applications, together with the items described in clauses (a)-(d) in this paragraph 2(i), being sometimes hereinafter individually and/or collectively referred to, alone or in conjunction with non-U.S. Trademarks identified in Schedule C, as the "Trademarks);
- (ii) the goodwill of Grantor's business connected with and symbolized by the Trademarks;
- (iii) license agreements with any other party in connection with any Trademarks or such other party's trademarks, registered trademarks, trademark applications, trademark registrations, trade names, service marks, registered service marks, service mark applications and service mark registrations, whether Grantor is a licensor or licensee under any such license agreement, including, but not limited to, the license agreements listed on Schedule B, and the right upon the occurrence and during the continuance of a Default to use the foregoing in connection with the enforcement of Grantee's rights under the Security Agreement (all of the foregoing being hereinafter referred to collectively as the "Licenses"). Notwithstanding the foregoing provisions of this Section 2, the Licenses shall not include any license agreement which by its terms prohibits (which prohibition is enforceable under applicable law) the grant of the security interest contemplated by this Agreement for so long as such prohibition continues; it being understood that upon request of Grantee, Grantor will in good faith use reasonable efforts to obtain consent for the creation of a security interest in favor of Grantee in Grantor's rights under such license agreement (excluding any license of noncustom computer software); and
- (iv) Non-U.S. Trademarks and Licenses relating, including without limitation those listed on Schedule C,
- 3. Restrictions on Future Agreements. Grantor will not, without Grantee's prior written consent, enter into any agreement, including, without limitation, any license agreement, which is inconsistent with this Agreement, and Grantor further agrees that it will not take any action, and will not permit any action to be taken by others subject to its control, including licensees, or fail to take any action, which would affect the validity or enforcement of the rights transferred to Grantee, under this Agreement or any other Debt Document or the rights associated with those Trademarks which are necessary or desirable in the operation of Grantor's business.

- 4. New Trademarks. Grantor represents and warrants that the Trademarks and Licenses listed on Schedules A, B and C, respectively, include all of the trademark applications and registrations and Licenses to any Trademarks which Licenses are material to the operation of Grantor's business (excluding any license of non-custom computer software) now owned or held by Grantor. If, prior to the termination of this Agreement, Grantor shall (i) obtain rights to any new Trademark or Licenses or (ii) become entitled to the benefit of any new or existing Trademark or License, the provisions of Section 2 shall automatically apply thereto, and Grantor shall give to Grantee prompt written notice thereof. Grantor hereby authorizes Grantee to modify this Agreement by (a) amending Schedules A, B or C, as the case may be, to include any Trademarks or Licenses which are described under this Section 4, and (b) filing, in addition to and not in substitution for, this Agreement, a short form of this Agreement containing on Schedules A, B or C thereto, as the case may be, such Trademarks or Licenses, as the case may be, which are described under this Section 4. Notwithstanding the foregoing, Grantor agrees that Grantee's security interest shall extend to all of the collateral listed in Section 2 and this Section 4, regardless of whether Grantee actually amends Schedules A, B or C, respectively.
- 5. <u>Royalties</u>. Grantor hereby agrees that the use by Grantee of the Trademarks and Licenses as authorized hereunder shall be coextensive with Grantor's rights thereunder and with respect thereto and without any liability for royalties or other related charges from Grantee to Grantor.
- 6. <u>Nature and Continuation of Grantee's Security Interest</u>. This Agreement is made for collateral security purposes only. This Agreement shall create a continuing security interest in the Trademarks and the Licenses and shall remain in full force and effect until the Indebtedness has been paid in full and the Security Agreement terminated, at such time the rights granted to Grantee hereunder shall also terminate.
- 7. <u>Further Assignments and Security Interests</u>. Grantor agrees not to sell or assign its respective interests in, or grant any license under (other than granting any license in the ordinary course of business), the Trademarks without the prior written consent of Grantee.
- Duties of Grantor. Grantor shall have the duty to the extent desirable in the conduct of Grantor's business and consistent with Grantor's current business practices or Grantor's reasonable business judgment: (i) to prosecute diligently any trademark applications or registrations or service mark applications or registrations that are part of the Trademarks pending as of the date hereof or thereafter until the termination of this Agreement; (ii) to make applications for trademarks and service marks as Grantor deems appropriate; (iii) to take reasonable steps to preserve and maintain all of Grantor's rights in the trademark and service mark applications and trademark and service mark registrations that are part of the Trademarks (iv) to take appropriate actions and to file certain documents to prevent or to cure the abandonment, lapse, or cancellation of any application or registration of the Trademarks, or to prevent or to cure liability to any claim of abandonment for non-use or otherwise of the Trademarks, except as agreed to by the parties; and (v) to obtain any consents, waivers or agreements necessary to enable Grantee to exercise its remedies with respect to any and all Trademark Collateral. Any expenses incurred in connection with the foregoing shall be borne by Grantor. Grantor shall not abandon any trademark or service mark which is the subject of a registration or application therefor and which is or shall be in the Grantor's reasonable business

judgment necessary or economically desirable to the operation of Grantor's business. Grantee shall have no duty with respect to the Trademarks and Licenses. Without limiting the generality of the foregoing, Grantee shall not be under any obligation to take any steps necessary to preserve rights in the Trademarks or Licenses against any other parties, but may do so at its option during the continuance of a Default, and all expenses incurred in connection therewith shall be for the sole account of Grantor and added to the Indebtedness secured thereby.

- Grantee's Right to Sue; Limited License. From and after the occurrence and during the continuance of a Default, Grantee shall have the right, but shall not be obligated, upon prior written notice to Grantor, to bring suit to enforce the Trademarks and the Licenses, and, if Grantee shall commence any such suit, Grantor shall, at the request of Grantee, do any and all lawful acts and execute any and all proper documents required by Grantee in aid of such enforcement. Grantor shall, upon demand, promptly reimburse and indemnify Grantee for all reasonable costs and expenses incurred by Grantee in the exercise of its rights under this Section 9 in accordance with Section 11 hereof and Section 7(e) of the Security Agreement (including, without limitation, all reasonable attorneys' fees). If, for any reason whatsoever, Grantee is not reimbursed with respect to the costs and expenses referred to in the preceding sentence, such costs and expenses shall be added to the Indebtedness secured hereby. Grantor hereby grants to Grantee a license with respect to all Trademarks and Licenses owned or used by Grantor to the extent necessary to enable Grantee, effective upon the occurrence of any Default, to realize on the Trademarks and Licenses and any successor or assign to enjoy the benefits of the Trademarks and Licenses. This license shall inure to the benefit of Grantee and its successors, assigns and transferees, whether by voluntary conveyance, operation of law, assignment, transfer, foreclosure, deed in lieu of foreclosure or otherwise. Such license is granted free of charge, without requirement that any monetary payment whatsoever including, without limitation, any royalty or license fee, be made to any Grantor or any other Person by Grantee or any other Person.
- 10. <u>Waivers</u>. No course of dealing between Grantor and Grantee, and no failure to exercise or delay in exercising on the part of Grantee any right, power or privilege hereunder or under the Security Agreement or other Debt Documents shall operate as a waiver of any of Grantee's rights, powers or privileges. No single or partial exercise of any right, power or privilege hereunder or under the Security Agreement or other Debt Documents shall preclude any other or further exercise thereof or the exercise of any other right, power or privilege.
- anything set forth herein to the contrary, it is hereby expressly agreed that upon the occurrence and during the continuance of a Default, Grantee may exercise any of the rights and remedies provided in this Agreement or any of the other Debt Documents. Without limiting the generality of the foregoing, Grantor acknowledges and agrees that (i) the Trademarks and Licenses comprise a portion of the Collateral and Grantee shall have the right to exercise its rights under the Security Agreement with respect to the Trademarks and Licenses to the same extent as with respect to all other items of Collateral described therein, and (ii) from and after the occurrence and during the continuation of a Default, Grantee or its nominee may use the Trademarks and Licenses to assemble, manufacture, sell, prepare for sale or take possession of the Collateral, or for any other purpose in connection with the conduct of Grantor's business. Any proceeds of any of the Trademark Collateral may be applied by the Grantee to the payment of expenses in

connection with the enforcement of Grantee's rights and remedies hereunder and in connection with the Trademark Collateral, including, without limitation, reasonable attorneys' fees and legal expenses, and any balance of such proceeds may be applied by Grantee toward the payment of such of the Indebtedness, and in such order of application, as Grantee may from time to time elect (and, after payment in full of all Indebtedness, any excess shall be delivered to Grantor or as a court of competent jurisdiction shall direct).

- 12. <u>Severability</u>. If any provision hereof is held to be illegal or unenforceable, such provision shall be fully severable, and the remaining provisions hereof shall remain in full force and effect and shall not be affected by such provision's severance. Furthermore, in lieu of any such provision, there shall be added automatically as a part of this Agreement a legal and enforceable provision as similar in terms to the severed provision as may be possible.
- 13. <u>Modification</u>. This Agreement cannot be altered, amended or modified in any way, except as specifically provided in Sections 2 and 4 hereof or by a writing signed by the parties hereto.
- Cumulative Remedies; Power of Attorney. All of Grantee's rights and remedies 14. with respect to the Trademarks and the Licenses, whether established hereby, by any other agreements or by law, shall be cumulative and may be exercised singularly or concurrently. Grantor hereby irrevocably appoints Grantee as Grantor's attorney-in-fact, with full authority in the place and stead of Grantor and in the name of Grantor or otherwise to carry out the acts described below. Upon the occurrence and during the continuance of a Default, Grantor hereby authorizes Grantee to, in its sole discretion, (i) endorse Grantor's name on all applications, documents, papers and instruments necessary or desirable for Grantee in the use of the Trademarks and the Licenses, (ii) take any other actions with respect to the Trademarks and the Licenses as Grantee deems is in its best interest, (iii) grant or issue any exclusive or nonexclusive license with respect to the Trademarks to anyone on commercially reasonable terms, and (iv) assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks and the Licenses to anyone on commercially reasonable terms. Grantor hereby ratifies all that such attorney-in-fact shall lawfully do or cause to be done by virtue hereof. This power of attorney is coupled with an interest and shall be irrevocable until this Agreement shall have been terminated pursuant to Section 6 hereof. Grantor acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of Grantee under the Security Agreement or other Debt Documents, but rather is intended to facilitate the exercise of such rights and remedies. Grantee shall have, in addition to all other rights and remedies given it by the terms of this Agreement, all rights and remedies allowed by law and the rights and remedies of a Grantee under the Uniform Commercial Code as enacted in any jurisdiction in which, respectively, either (x) the Trademarks may be located or deemed located or (y) the Licenses were granted.
- 15. <u>Binding Effect; Benefits</u>. This Agreement shall be binding upon Grantor and its successors and assigns, and shall inure to the benefit of Grantee and its nominees, successors and assigns. The successors and assigns of Grantor shall include, without limitation, a receiver, trustee or Grantor-in-possession of or for Grantor; provided, however, that Grantor shall not voluntarily assign its obligations hereunder without the prior written consent of Grantee.

- 16. CHOICE OF LAW; WAIVER OF JURY TRIAL; SERVICE OF PROCESS. THE VALIDITY, INTERPRETATION AND ENFORCEMENT OF THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NEW YORK. GRANTOR AND GRANTEE HEREBY WAIVE ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT. GRANTOR HEREBY IRREVOCABLY WAIVES PERSONAL SERVICE OF PROCESS AND CONSENTS TO SERVICE OF PROCESS BY CERTIFIED OR REGISTERED MAIL, RETURN RECEIPT REQUESTED. IN NO EVENT WILL GRANTEE BE LIABLE FOR LOST PROFITS OR OTHER SPECIAL OR CONSEQUENTIAL DAMAGES.
- Notices. Except as otherwise herein provided, any notice or other communication required hereunder shall be in writing (messages sent by e-mail or other electronic transmission (other than by telecopier) shall not constitute a writing, however any signature on a document or other writing that is transmitted by e-mail or telecopier shall constitute a valid signature for purposes hereof), and shall be deemed to have been validly served, given or delivered when received by the recipient if hand delivered, sent by commercial overnight courier or sent by facsimile, or three (3) Business Days after deposit in the United States mail, with proper first-class postage prepaid and addressed to the party at its address and/or facsimile number set forth in the Security Agreement, or to such other address as either party shall specify to the other in writing from time to time.
- 18. <u>Section Headings</u>. The Section headings herein are for convenience of reference only, and shall not affect in any way the interpretation of any of the provisions hereof.
- Execution in Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of this Agreement by telefacsimile shall be equally as effective as delivery of a manually executed counterpart of this Agreement. Any party delivering an executed counterpart of this Agreement by telefacsimile or electronic transmission shall also deliver a manually executed counterpart of this Agreement, but the failure to deliver a manually executed counterpart shall not affect the validity, enforceability, and binding effect of this Agreement.
- 20. Right of Recordal of Security Interest. Grantee shall have the right, but not the obligation, at the expense of Grantor, to record this Agreement in the United States Patent and Trademark Office and with such other United States and foreign recording authorities deemed reasonable and proper by Grantee. Grantee shall advise Grantor of such recordals and Grantor shall comply with all formalities and execute all documents deemed reasonable and proper by Grantee in connection therewith. Upon satisfaction in full of the Indebtedness and termination of the Security Agreement, Grantor shall have the right to effect recordal of such satisfaction or termination at the expense of Grantor in the United States Patent and Trademark Office and with such other United States and foreign recording authorities deemed reasonable and proper by Grantor, and Grantee shall comply with all formalities and execute all documents deemed reasonable and proper by Grantor in connection therewith. Grantee and Grantor shall cooperate to effect all such recordals hereunder. Grantor shall reimburse Grantee for all reasonable

expenses (including, without limitation, filing fees, translation fees, fee related to retention of local patent clerks and local attorneys) incurred by Grantee relating to such recordals within fifteen (15) days of making such reimbursement request and providing documentation evidencing such expenses to Grantor.

21. <u>Intercreditor Agreement</u>. Notwithstanding anything herein to the contrary, the liens and security interest granted to Grantee pursuant to this Agreement and the exercise of any right or remedy by Grantee hereunder are subject to the provisions of that certain Subordination and Intercreditor Agreement dated as of December ___, 2008 (the "<u>Intercreditor Agreement</u>") by and among Grantor, Grantee and General Electric Capital Corporation, a Delaware corporation. In the event of any conflict between the terms of the Intercreditor Agreement and this Agreement, the terms of the Intercreditor Agreement shall govern and control.

[SIGNATURE PAGE FOLLOWS]

Signature Page to Trademark and License Security Agreement

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement on the day and year first above written.

GRANTOR:

GTC BIOTHERAPEUTICS, INC., a Massachusetts corporation

Name: John B. Green

Title: Senior Vice President, Chief Financial

Officer and Treasurer

Signature Page to Trademark and License Security Agreement

GRANTEE:

LFB BIOTECHNOLOGIES S.A.S.U., a société anonyme established under the laws

of France

Name Christian Béchon

Title: President Directeur General

SCHEDULE A TO TRADEMARK AND LICENSE SECURITY AGREEMENT

U.S. TRADEMARKS

Trademark Registrations:

OWNER	REGISTRATION NUMBER	TRADEMARK
GTC Biotherapeutics, Inc.	3,356,991	GTC Biotherapeutics, Inc.
GTC Biotherapeutics, Inc.	3,391,128	GTC Biotherapeutics, Inc. (Logo)
GTC Biotherapeutics, Inc.	3,391,054	GTC Biotherapeutics, Inc. (Logo)

Trademark Applications: None

BOS 643757.1

SCHEDULE B TO TRADEMARK AND LICENSE SECURITY AGREEMENT

LICENSES

Trademarks:

OWNER		REGISTRATION NUMBER	TRADEMARK
Ovation Pharm	naceuticals, Inc.	2,743,233	ATRYN

BOS 643757.1

SCHEDULE C TO TRADEMARK AND LICENSE SECURITY AGREEMENT

NON-U.S. TRADEMARKS

See attached listing.

BOS 643757.1

GTC Biotherapeutics, Inc.

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Trademarl Status:		y Country					Printed: 12/15/2008	Page 1
REFERE	NCE#	MARK	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
ALBAN 10275-015		ATRYN	10/24/2005	IR877125	10/24/2005	IR877125	REGISTERED	5
10275-018	86AL1	GTC BIOTHERAPEUTICS	10/31/2005	IR869244	10/31/2005	IR869244	REGISTERED	42
ARMEN 10275-015		ATRYN	10/24/2005	IR877125	10/24/2005	IR877125	REGISTERED	5
10275-018	86AM1	GTC BIOTHERAPEUTICS	10/31/2005	IR869244	10/31/2005	IR869244	REGISTERED	42
AUSTR A 10275-018		GTC BIOTHERAPEUTICS Logo	7/2/2007	IR935645	7/2/2007	IR935645	REGISTERED	5,40
BELARI 10275-015		ATRYN	10/24/2005	IR877125	10/24/2005	IR877125	REGISTERED	5
10275-018		GTC BIOTHERAPEUTICS	10/31/2005		10/31/2005		REGISTERED	42
BULGA 10275-015		ATRYN	10/24/2005	IR877125	10/24/2005	IR877125	REGISTERED	. 5
10275-018		GTC BIOTHERAPEUTICS	10/31/2005		10/31/2005		REGISTERED	42
CANAD 10275-015		ATRYN	10/28/2005	1277636	10/20/2006	675405	REGISTERED	5
10275-018	36CA1.e	GTC BIOTHERAPEUTICS	10/31/2005	1277848			ALLOWED	42
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CHINA 10275-018	39CN1.e	GTC BIOTHERAPEUTICS Logo	7/2/2007	IR935645			PENDING	5,40
10275-020	05CN2.e	KIRIN (Chinese characters)	8/13/2004	4218792			PENDING	05
10275-020	06CN1.e	KIRIN SKY HAPPINESS TRANSGENICS (Chinese characters	8/13/2004 s)	4218793			PENDING	5
10275-020	06CN2.e	KIRIN SKY HAPPINESS TRANSGENICS (Chinese characters	8/13/2004 s)	4218791			PENDING	05
10275-020	04CN1.e	KIRIN SKY SERIES TRANSGENICS (Chinese characters	8/13/2004 s	4218789			PENDING	5
10275-020	)4CN2.e	KIRIN SKY SERIES TRANSGENICS (Chinese characters	8/13/2004 s)	4218794			PENDING	05
10275-020	)5CN1.e	KIRIN TRANSGENICS (Chinese characters)	8/13/2004	4218790			PENDING	5
CROAT)		ATRYN	10/24/2005	IR877125	10/24/2005	IR877125	REGISTERED	5
10275-018	B6HR1	GTC BIOTHERAPEUTICS	10/31/2005	IR869244	10/31/2005	IR869244	REGISTERED	42

Trademark Report b	oy Country MARK	FILED	APPL#	REGDT	REG#	Printed:12/15/2008 STATUS	Page 2 CLASSES
EUROPEAN UN 10275-0157EU1	NION (CTM) ATRYN	6/15/2001	2261691	5/28/2003	2261691	REGISTERED	5,10,42
10275-0186EU1	GTC BIOTHERAPEUTICS	3/19/2002	2623288	6/30/2004	2623288	REGISTERED	1, 5,31 40,42
10275-0189EU1.e	GTC BIOTHERAPEUTICS Logo	7/2/2007	IR935645	7/2/2007	IR935645	REGISTERED	5,40
ICELAND 10275-0157IS1	ATRYN	10/24/2005	IR877125	10/24/2005	IR877125	REGISTERED	5
10275-0186IS1	GTC BIOTHERAPEUTICS	10/31/2005	IR869244	10/31/2005	IR869244	REGISTERED	42
10275-0189IS1.e	GTC BIOTHERAPEUTICS Logo	7/2/2007	IR935645			PENDING	5,40
IRAN 10275-0186IR1	GTC BIOTHERAPEUTICS	10/31/2005	IR869244	10/31/2005	IR869244	REGISTERED	42
<b>JAPAN</b> 10275-0189JP1.e	GTC BIOTHERAPEUTICS Logo	7/2/2007	IR935645	7/2/2007	IR935645	REGISTERED	5,40
KYRGYZSTAN 10275-0157KG1	ATRYN	10/24/2005	IR877125	10/24/2005	IR877125	REGISTERED	5
LIECHTENSTE	IN ATRYN	10/24/2005	IR877125	10/24/2005	IR877125	REGISTERED	5
10275-0186LI1	GTC BIOTHERAPEUTICS	10/31/2005		10/31/2005		REGISTERED	42
10275-0189Li1.e	GTC BIOTHERAPEUTICS Logo	7/2/2007	IR935645	7/2/2007	IR935645	REGISTERED	5,40
MACEDONIA							
10275-0157 <b>M</b> K1	ATRYN	10/24/2005	IR877125	10/24/2005	IR877125	REGISTERED	5
10275-0186MK1	GTC BIOTHERAPEUTICS	10/31/2005	IR869244	10/31/2005	IR869244	REGISTERED	42
MOLDOVA 10275-0186MD1	GTC BIOTHERAPEUTICS	10/31/2005	IR869244	10/31/2005	IR869244	REGISTERED	42
MONACO 10275-0157MC1	ATRYN	10/24/2005	IR877125	10/24/2005	IR877125	REGISTERED	5
10275-0186MC1	GTC BIOTHERAPEUTICS	10/31/2005		10/31/2005		REGISTERED	42
10275-0189MC1.e	GTC BIOTHERAPEUTICS Logo	7/2/2007	IR935645	7/2/2007	IR935645	REGISTERED	5,40
MONTENEGRO		10/24/2005	IR877125	10/24/2005	IR877125	REGISTERED	5
10275-0186ME1.e	GTC BIOTHERAPEUTICS	10/31/2005	IR869244	10/31/2005	IR869244	REGISTERED	42
MOROCCO							
10275-0157MA1	ATRYN	10/24/2005	IR877125	10/24/2005	IR877125	REGISTERED	5
10275-0186MA1	GTC BIOTHERAPEUTICS	10/31/2005	IR869244	10/31/2005	IR869244	REGISTERED	42

Trademark Report by REFERENCE#	y Country MARK	FILED	APPL#	REGDT	REG#	Printed:12/15/2008 STATUS	Page 3 CLASSES
NORWAY 10275-0157NO1	ATRYN	10/24/2005	IR877125	10/24/2005	IR877125	REGISTERED	5
10275-0186NO1	GTC BIOTHERAPEUTICS	10/31/2005	IR869244	10/31/2005	IR869244	REGISTERED	42
10275-0189NO1.e	GTC BIOTHERAPEUTICS Logo	7/2/2007	IR935645	7/2/2007	IR935645	REGISTERED	5,40
ROMANIA 10275-0157RO1	ATRYN	10/24/2005	IR877125	10/24/2005	IR877125	REGISTERED	5
<b>SERBIA</b> 10275-0186RS1.e	GTC BIOTHERAPEUTICS	10/31/2005	IR869244	10/31/2005	IR869244	REGISTERED	42
SERBIA AND M 10275-0157RS1.e	ONTENEGRO ATRYN	10/24/2005	IR877125	10/24/2005	IR877125	REGISTERED	5
SINGAPORE 10275-0189SG1.e	GTC BIOTHERAPEUTICS Logo	7/2/2007	IR935645	7/2/2007	IR935645	REGISTERED	5,40
<b>SOUTH KOREA</b> 10275-0189KR1.e	GTC BIOTHERAPEUTICS Logo	7/2/2007	IR935645			PENDING	40
SWITZERLAND 10275-0157CH1	) ATRYN	10/24/2005	IR877125	10/24/2005	IR877125	REGISTERED	5
10275-0186CH1	GTC BIOTHERAPEUTICS	10/31/2005	IR869244	10/31/2005	IR869244	REGISTERED	42
SYRIA							
10275-0157SY1	ATRYN	10/24/2005	IR877125	10/24/2005		REGISTERED	5
10275-0186SY1	GTC BIOTHERAPEUTICS	10/31/2005	IR869244	10/31/2005	IR869244	REGISTERED	42
TURKEY 10275-0189TR1.e	GTC BIOTHERAPEUTICS Logo	7/2/2007	IR935645			PENDING	5,40
TURKMENISTA 10275-0157TM1	AN ATRYN	10/24/2005	IR877125	10/24/2005	IR877125	REGISTERED	5
10275-0186TK1	GTC BIOTHERAPEUTICS	10/31/2005	IR869244	10/31/2005	IR869244	REGISTERED	42
UKRAINE 10275-0157UA1	ATRYN	10/24/2005	IR877125	10/24/2005	IR877125	REGISTERED	5
10275-0186UA1	GTC BIOTHERAPEUTICS	10/31/2005	IR869244	10/31/2005	IR869244	REGISTERED	42
<b>WIPO</b> 10275-0157WO1	ATRYN			10/24/2005	IR877125	REGISTERED	5
10275-0186WO1	GTC BIOTHERAPEUTICS			10/31/2005	IR869244	REGISTERED	42
10275-0189WO1.e	GTC BIOTHERAPEUTICS Logo			7/2/2007	IR935645	REGISTERED	5,40
		END O	F REPORT			TOTAL ITEMS SELECTED	= 62

**RECORDED: 12/22/2008**