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# 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
Nabi Biopharmaceuticals		04/16/2010	CORPORATION: DELAWARE

# **RECEIVING PARTY DATA**

Name:	Biotest Pharmaceuticals Corporation	
Street Address:	5800 Park of Commerce Blvd., N.W.	
City:	Boca Raton	
State/Country:	FLORIDA	
Postal Code:	33487	
Entity Type:	CORPORATION: DELAWARE	

### PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2635779	NABI-HB

# **CORRESPONDENCE DATA**

Fax Number: (617)310-9390

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

Phone: (617) 439-2390

Email: pbaylor@nutter.com

Correspondent Name: Peter Nils Baylor

Address Line 1: 155 Seaport Boulevard

Address Line 2: Seaport West

Address Line 4: Boston, MASSACHUSETTS 02210-2604

ATTORNEY DOCKET NUMBER:	108430-9
NAME OF SUBMITTER:	Peter Nils Baylor
Signature:	/Peter Nils Baylor/
Date:	04/29/2010
	TRADEMARK

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Total Attachments: 5

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# TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT ("Assignment") is entered into as of the 2<sup>nd</sup> day of November, 2009 by and between Nabi Biopharmaceuticals, a Delaware corporation, with an address of 12276 Wilkins Avenue, Rockville, Maryland 20852 (formerly with an address of 5800 Park of Commerce Blvd., N.W., Boca Raton, Florida 33487) ("Assignor") and Biotest Pharmaceuticals Corporation, a Delaware corporation, with an address of 5800 Park of Commerce Blvd., N.W., Boca Raton, Florida 33487 ("Assignee").

**WHEREAS**, Assignor is the owner of all right, title, and interest in and to the trademark and the corresponding registrations and/or applications for registration set forth on <u>Exhibit 1</u> (collectively, the "**Trademark**"), together with the goodwill of the business connected with and symbolized by the Trademark; and

WHEREAS, Assignee desires to acquire all right, title, and interest in and to the Trademark.

NOW, THEREFORE, in exchange for good and valuable consideration, the receipt and adequacy of which are acknowledged, the parties hereby agree as set forth below.

# 1. ASSIGNMENT.

- 1.1. Assignor hereby sells, assigns, transfers and conveys to Assignee the entire right, title, interest in and to the Trademark in the United States and all jurisdictions outside the United States, together with the goodwill of the business connected with and symbolized by the Trademark (including, without limitation, the right to renew any registrations included in the Trademark, the right to apply for trademark registrations within or outside the United States based in whole or in part upon the Trademark, and any priority right that may arise from the Trademark), the same to be held and enjoyed by Assignee as fully and entirely as said interest could have been held and enjoyed by Assignor had this sale, assignment, transfer and conveyance not been made.
- 1.2. Assignor authorizes the Commissioner of Trademarks of the United States and other empowered officials of the United States Patent and Trademark Office and in any applicable jurisdictions outside the United States to record the transfer of the registrations and/or applications for registration set forth on Exhibit 1 to Assignee as assignee of Assignor's entire right, title and interest therein.
- 1.3. The rights transferred by this Assignment include the right to bring all legal actions related to the trademark and registration, including actions for any infringement, no matter whether the infringement occurred before or after this Assignment, and the right to recover damages for such infringement.
- 1.4. Assignor further agrees to execute any documents reasonably necessary to effect this assignment or to confirm Assignee's ownership of the Trademark.

- 1.5. The Assignor assures that the objects for assignment belongs to the ownership of the Assignor and this assignment does not infringe upon the intellectual property right of a third party.
- 2. **COUNTERPARTS.** This Assignment may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts taken together shall constitute one and the same instrument. Each counterpart may be delivered by facsimile transmission, which transmission shall be deemed delivery of an originally executed document.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the date first written above.

[SIGNATURES ON FOLLOWING PAGES]

# **ASSIGNOR:**

NABI BIOPHARMACEUTICALS

Name: Raafat Fahim, Ph. D.

Title: President & Chief Executive Officer

STATE OF MARYLAND

PORGE'S COMMISSION CONTROL OF THE PROPERTY OF

COUNTY OF PRINCE GEORGE

On this <u>M</u> day of March, 2010, before me, the undersigned officer, Raafat Fahim, personally appeared on behalf of Nabi Biopharmaceuticals, and that they as President and Chief Executive Officer, being authorized so to do, execute the foregoing instrument for the purposes therein contained, by signing his name on behalf of Nabi Biopharmaceuticals.

Given under my hand and seal of office this 16 day of APRIC, 2010.

Notary Public

Geraldine V. March

Print Name

My commission expires: June 20, 2013

ASSIGNEE:	
BIOTEST PHARMACEUTICALS C	ORPORATION
Name: Rainer Pabst, Ph.D.	
Title: Chief Executive Officer	
STATE OF FLORIDA :	
COUNTY OF PALM BEACH :	
Pabst, Ph.D., Chief Executive Office	wledged before me this <u>21</u> day of April, 2010, by Rainer cer of Biotest Pharmaceuticals Corporation, a Delaware maceuticals Corporation. They are <u>personally known</u> to me as identification.

Given under my hand and seal of office this 21 day of April, 2010.

LORRAINE BUTLER MY COMMISSION # DD903989 EXPIRES July 01, 2013 FloridaNotaryService.com

Notary Public

Lorraine Butter

Print Name

My commission expires: July 1, 2013

# Schedule 1

# **Trademark Registrations and Jurisdictions**

MARK	JURISDICTION	REGISTRATION NUMBER	FILING DATE	STATUS
Nabi-HB	United States	2,635,779	10/15/2002	Registered
Nabi-HB	Canada	TMA 602442	02/17/2004	Registered
Nabi-HB	CTM	3109048	01/31/2005	Registered
	(European			
	Community)			
Nabi-HB	Hong Kong	301116549	11/06/2008	Registered
Nabi-HB	Taiwan	1349353	02/16/2009	Registered
Nabi-HB	India	1688433	5/13/2008	Pending
Nabi-HB	Egypt	220944	8/24/2008	Pending
Nabi-HB	Israel	211681	5/18/2008	Pending
Nabi-HB	Brazil	829811818	8/08/2008	Pending
Nabi-HB	Turkey	964372	5/13/2008	Registered
Nabi-HB	Ireland	964372	5/13/2008	Registered
Nabi-HB	Vietnam	964372	5/13/2008	Registered

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**RECORDED: 04/29/2010**