

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Grifols, S.A.		06/01/2011	Sociedad Anonima: SPAIN
Grifols Inc.		06/01/2011	CORPORATION: DELAWARE
Talecris Biotherapeutics, Inc.		06/01/2011	CORPORATION: DELAWARE
Biomat USA, Inc.		06/01/2011	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	Deutsche Bank AG New York Branch
<b>Street Address:</b>	60 Wall Street
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10005
<b>Entity Type:</b>	CORPORATION: GERMANY

**PROPERTY NUMBERS Total: 39**

Property Type	Number	Word Mark
Registration Number:	2987732	BIOMAT USA
Registration Number:	0964012	ALBUTEIN
Registration Number:	1270548	PROFILNINE
Registration Number:	1623234	ALPHANINE
Registration Number:	1964502	ALPHANATE
Registration Number:	3315361	PLASMACARE
Registration Number:	2080766	PEDI-GRI
Registration Number:	2280727	TRITURUS
Registration Number:	2595626	FLEBOGAMMA
Registration Number:	2866633	ANBINEX
Registration Number:	2973202	GRI-BAG
Registration Number:	3056155	GRI-FILL

OP \$990.00 2987732

Registration Number:	3151502	GRI-FLEX
Registration Number:	3865505	MISTERIUM
Registration Number:	2802294	
Registration Number:	0665653	PLASMANATE
Registration Number:	0779760	GAMIMUNE
Registration Number:	0819792	PLASMANATE
Registration Number:	0836220	HYPER-TET
Registration Number:	1031951	KOATE
Registration Number:	1136564	PLASBUMIN
Registration Number:	1473862	PROLASTIN
Registration Number:	1753121	THROMBATE III
Registration Number:	2716540	GAMUNEX
Registration Number:	2882977	
Registration Number:	3197566	HYPERHEP B
Registration Number:	3199710	GAMASTAN
Registration Number:	3202846	HYPERTET
Registration Number:	3206857	HYPERRAB
Registration Number:	3206858	HYPERRHO
Registration Number:	3225780	HYPERHEP
Registration Number:	3269859	TALECRIS DIRECT
Registration Number:	3386265	TALECRIS BIOTHERAPEUTICS
Registration Number:	3506422	TALECRIS
Registration Number:	3506423	TALECRIS BIOTHERAPEUTICS
Registration Number:	3536975	PROLASTIN DIRECT
Serial Number:	85088438	EASYSOL
Serial Number:	85088466	NANBIN
Serial Number:	85011751	GAMUNEX-C

**CORRESPONDENCE DATA**

Fax Number: (714)755-8290  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Email: ipdocket@lw.com  
Correspondent Name: Latham & Watkins LLP, c/o Julie Dalke  
Address Line 1: 650 Town Center Dr, 20th fl  
Address Line 2: (027788-22-US101)  
Address Line 4: Costa Mesa, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER:

**TRADEMARK**  
**REEL: 004554 FRAME: 0110**

	(027788-22-US101)
NAME OF SUBMITTER:	Adam Kummins
Signature:	/Adam Kummins/
Date:	06/03/2011
<p>Total Attachments: 11 source=IP - TM Security#page1.tif source=IP - TM Security#page2.tif source=IP - TM Security#page3.tif source=IP - TM Security#page4.tif source=IP - TM Security#page5.tif source=IP - TM Security#page6.tif source=IP - TM Security#page7.tif source=IP - TM Security#page8.tif source=IP - TM Security#page9.tif source=IP - TM Security#page10.tif source=IP - TM Security#page11.tif</p>	

## TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of June 1, 2011 (as it may be amended, restated, supplemented or otherwise modified from time to time, this “Agreement”), is made by the entities identified as grantors on the signature pages hereto (collectively, the “Grantors”) in favor of Deutsche Bank AG New York Branch, as collateral agent for the Secured Parties (in such capacity, together with its successors and permitted assigns, the “Collateral Agent”).

**WHEREAS**, the Grantors are party to a Pledge and Security Agreement dated as of June 1, 2011 (the “Pledge and Security Agreement”) between each of the Grantors and the other grantors party thereto and the Collateral Agent pursuant to which the Grantors granted a security interest to the Collateral Agent in the Trademark Collateral (as defined below) and are required to execute and deliver this Agreement.

**NOW, THEREFORE**, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantors hereby agree with the Collateral Agent as follows:

### SECTION 1. Defined Terms

Unless otherwise defined herein, 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 Trademark Collateral

**SECTION 2.1 Grant of Security.** Each Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a security interest in and continuing lien on all of such Grantor’s right, title and interest in, to and under the following, in each case whether now or hereafter existing or in which any Grantor now has or hereafter acquires an interest and wherever the same may be located (collectively, the “Trademark Collateral”):

all United States, and foreign trademarks, trade names, trade dress, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, whether or not registered, and with respect to any and all of the foregoing: (i) all registrations and applications therefor including, without limitation, the registrations and applications listed or required to be listed in Schedule A attached hereto, (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business connected with the use of and symbolized by any of the foregoing, (iv) all rights to sue or otherwise recover for any past, present and future infringement, dilution or other violation of any of the foregoing or for any injury to the related goodwill, (v) all Proceeds of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages, and proceeds of suit now or hereafter due and/or payable with respect thereto, and (vi) all other rights of any kind accruing thereunder or pertaining thereto throughout the world.

**SECTION 2.2 Certain Limited Exclusions.** Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2.1 hereof attach to any “intent-to-use” application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a “Statement

of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law.

**SECTION 3. Security Agreement**

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Collateral Agent for the Secured Parties pursuant to the Pledge and Security Agreement, and the Grantors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Pledge and Security Agreement, the provisions of the Pledge and Security Agreement shall control.

**SECTION 4. Governing Law**

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER AND ALL CLAIMS AND CONTROVERSIES ARISING OUT OF THE SUBJECT MATTER HEREOF WHETHER SOUNDING IN CONTRACT LAW, TORT LAW OR OTHERWISE SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAW PROVISIONS THAT WOULD RESULT IN THE APPLICATION OF ANY LAW OTHER THAN THE STATE OF NEW YORK (OTHER THAN ANY MANDATORY PROVISIONS OF LAW RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTEREST).

**SECTION 5. Counterparts**

This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

[Remainder of page intentionally left blank]

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

GRIFOLS, S.A.

By: \_\_\_\_\_

Name:

Title:



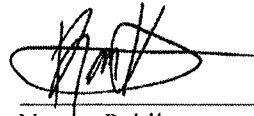
STATE OF NEW YORK )

COUNTY OF NEW YORK )

ss.

RENA THERESE KAREFA-JOHNSON  
Notary Public, State of New York  
No. 01KA6227998  
Qualified in New York County  
Commission Expires Sept. 13, 2014

On this 31 day of MAY, 2011 before me personally appeared Victor Grifols, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of GRIFOLS, S.A., who being by me duly sworn did depose and say that he/she 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/she acknowledged said instrument to be the free act and deed of said corporation.



Notary Public

GRIFOLS INC.

By: [Signature]  
Name:  
Title:


STATE OF NEW YORK )  
COUNTY OF NEW YORK ) ss.

RENA THERESE KAREFA-JOHNSON  
Notary Public, State of New York  
No. 01KA6227998  
Qualified in New York County  
Commission Expires Sept. 13, 2014

On this 31 day of MAY, 2011 before me personally appeared David Bell,  
proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument  
on behalf of GRIFOLS INC., who being by me duly sworn did depose and say that he/she 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/she acknowledged said instrument to be the free act and  
deed of said corporation.

[Signature]

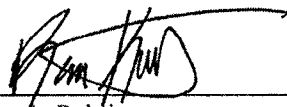
TALECRIS BIOTHERAPEUTICS, INC.

By:   
Name:  
Title:

STATE OF NEW YORK )  
COUNTY OF NEW YORK ) ss.

RENA THERESE KAREFA-JOHNSON  
Notary Public, State of New York  
No. 01KA6227998  
Qualified in New York County  
Commission Expires Sept. 13, 2014

On this 31 day of MAY, 2014 before me personally appeared David Bell,  
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/she 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/she acknowledged said instrument to  
be the free act and deed of said corporation.

  
Notary Public



BIOMAT USA, INC.

By: 

Name:

Title:

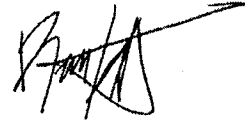
STATE OF NEW YORK )

COUNTY OF New York )

ss.

RENA THERESE KAREFA-JOHNSON  
Notary Public, State of New York  
No. 01KA6227998  
Qualified in New York County  
Commission Expires Sept. 13, 2014

On this 31 day of MAY, 2011 before me personally appeared David Bell,  
proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument  
on behalf of BIOMAT USA, INC., who being by me duly sworn did depose and say that he/she 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/she acknowledged said instrument to be the free act and  
deed of said corporation.




Accepted and Agreed:  
**DEUTSCHE BANK AG NEW YORK BRANCH,**  
as Collateral Agent


By: Carin Keegan  
Name: Carin Keegan  
Title: Director

By: [Signature]  
Name: Erin Morrissey  
Title: Director

**SCHEDULE A**  
to  
**TRADEMARK SECURITY AGREEMENT**

Mark	Country	Owner	Appl. No. Filing Date	Reg. No. Reg. Date
BIOMAT USA	US	BIOMAT USA, INC.	76/375519 26-FEB-2002	2987732 23-AUG-2005
ALBUTEIN	US	GRIFOLS INC.	72/417224 03-MAR-1972	0964012 17-JUL-1973
PROFILNINE	US	GRIFOLS INC.	73/410690 24-JAN-1983	1270548 20-MAR-1984
ALPHANINE	US	GRIFOLS INC.	73/823391 31-AUG-1989	1623234 20-NOV-1990
ALPHANATE	US	GRIFOLS INC.	74/475193 28-DEC-1993	1964502 26-MAR-1996
PLASMACARE	US	GRIFOLS INC.	76/670785 26-DEC-2006	3315361 23-OCT-2007
STOCKEY	US	GRIFOLS, S.A.	79090078 13-JUL-2010	
EASYSOL	US	GRIFOLS, S.A.	85/088438 20-JUL-2010	
NANBIN	US	GRIFOLS, S.A.	85/088466 20-JUL-2010	
PEDI-GRI	US	GRIFOLS, S.A.	75/020881 16-NOV-1995	2080766 22-JUL-1997
TRITURUS	US	GRIFOLS, S.A.	75/420965 21-JAN-1998	2280727 28-SEP-1999
FLEBOGAMMA	US	GRIFOLS, S.A.	76/129679 18-SEP-2000	2595626 16-JUL-2002
ANBINEX	US	GRIFOLS, S.A.	78/211704 06-FEB-2003	2866633 27-JUL-2004
GRI-BAG	US	GRIFOLS, S.A.	78/237850 15-APR-2003	2973202 19-JUL-2005
	US	GRIFOLS, S.A.	79/002810 31-MAR-2004	3002106 27-SEP-2005
GRI-FILL	US	GRIFOLS, S.A.	78/235014 08-APR-2003	3056155 31-JAN-2006
TRITURUS	US	GRIFOLS, S.A.	79/008558 03-AUG-2004	3107052 20-JUN-2006



## EXECUTION COPY

FYBRALGIN	US	GRIFOLS, S.A.	79/012858 19-APR-2005	3112228 04-JUL-2006
GRI-FLEX	US	GRIFOLS, S.A.	78/237844 15-APR-2003	3151502 03-OCT-2006
BEFLEBO	US	GRIFOLS, S.A.	79/021320 14-NOV-2005	3223319 27-MAR-2007
GRIBUMIN	US	GRIFOLS, S.A.	79/027744 15-JUN-2006	3268609 24-JUL-2007
ALZABUMIN	US	GRIFOLS, S.A.	79/011580 26-OCT-2004	3291080 11-SEP-2007
ALZAMIN	US	GRIFOLS, S.A.	79/011280 26-OCT-2004	3294160 18-SEP-2007
SURSIL	US	GRIFOLS, S.A.	79/027750 15-JUN-2006	3340220 20-NOV-2007
GRI-SEAL	US	GRIFOLS, S.A.	79/042481 12-JUN-2007	3392213 04-MAR-2008
ONCOTOOLS	US	GRIFOLS, S.A.	79/039401 28-FEB-2007	3431540 20-MAY-2008
ERYTRA	US	GRIFOLS, S.A.	79/049656 05-DEC-2007	3543861 09-DEC-2008
ALBUMEDIA	US	GRIFOLS, S.A.	79/066429 05-FEB-2009	3715524 24-NOV-2009
MISTERIUM	US	GRIFOLS, S.A.	77/783861 17-JUL-2009	3865505 19-OCT-2010
ARASIL	US	GRIFOLS, S.A.	79/079964 04-FEB-2010	3899456 04-JAN-2011
SEALBRIN	US	GRIFOLS, S.A.	79/081548 01-MAR-2010	3922239 22-FEB-2011
	US	TALECRIS BIOTHERAPEUTICS, INC	78/151737 07-AUG-2002	2802294 06-JAN-2004
GAMUNEX-C	US	TALECRIS BIOTHERAPEUTICS, INC.	85/011751 12-APR-2010	
PLASMANATE	US	TALECRIS BIOTHERAPEUTICS, INC.	72/039861 31-OCT-1957	0665653 12-AUG-1958
GAMIMUNE	US	TALECRIS BIOTHERAPEUTICS, INC.	72/186850 17-FEB-1964	0779760 10-NOV-1964
PLASMANATE	US	TALECRIS BIOTHERAPEUTICS, INC.	72/228655 27-SEP-1965	0819792 06-DEC-1966
HYPER-TET	US	TALECRIS BIOTHERAPEUTICS, INC.	72/254919 22-SEP-1966	0836220 03-OCT-1967

TRADEMARK SECURITY AGREEMENT

**TRADEMARK**  
**REEL: 004554 FRAME: 0120**

## EXECUTION COPY

KOATE	US	TALECRIS BIOTHERAPEUTICS, INC.	73/027260 19-JUL-1974	1031951 03-FEB-1976
PLASBUMIN	US	TALECRIS BIOTHERAPEUTICS, INC.	73/197739 21-DEC-1978	1136564 03-JUN-1980
PROLASTIN	US	TALECRIS BIOTHERAPEUTICS, INC.	73/658709 04-MAY-1987	1473862 26-JAN-1988
THROMBATE III	US	TALECRIS BIOTHERAPEUTICS, INC.	74/232095 20-DEC-1991	1753121 16-FEB-1993
GAMUNEX	US	TALECRIS BIOTHERAPEUTICS, INC.	78/031372 19-OCT-2000	2716540 13-MAY-2003
	US	TALECRIS BIOTHERAPEUTICS, INC.	78/151742 07-AUG-2002	2882977 07-SEP-2004
HYPERHEP B	US	TALECRIS BIOTHERAPEUTICS, INC.	78/622916 04-MAY-2005	3197566 09-JAN-2007
GAMASTAN	US	TALECRIS BIOTHERAPEUTICS, INC.	78/627286 11-MAY-2005	3199710 16-JAN-2007
HYPERTET	US	TALECRIS BIOTHERAPEUTICS, INC.	78/622911 04-MAY-2005	3202846 23-JAN-2007
HYPERRAB	US	TALECRIS BIOTHERAPEUTICS, INC.	78/622898 04-MAY-2005	3206857 06-FEB-2007
HYPERRHO	US	TALECRIS BIOTHERAPEUTICS, INC.	78/622902 04-MAY-2005	3206858 06-FEB-2007
HYPERHEP	US	TALECRIS BIOTHERAPEUTICS, INC.	78/622904 04-MAY-2005	3225780 03-APR-2007
TALECRIS DIRECT	US	TALECRIS BIOTHERAPEUTICS, INC.	78/703084 30-AUG-2005	3269859 24-JUL-2007
	US	TALECRIS BIOTHERAPEUTICS, INC.	78/552030 21-JAN-2005	3386265 19-FEB-2008
TALECRIS	US	TALECRIS BIOTHERAPEUTICS, INC.	78/551985 21-JAN-2005	3506422 23-SEP-2008
TALECRIS BIOTHERAPEUTICS	US	TALECRIS BIOTHERAPEUTICS, INC.	78/551989 21-JAN-2005	3506423 23-SEP-2008

TRADEMARK SECURITY AGREEMENT

**TRADEMARK**  
**REEL: 004554 FRAME: 0121**

EXECUTION COPY

PROLASTIN DIRECT	US	TALECRIS BIOTHERAPEUTICS, INC.	77/453151 21-APR-2008	3536975 25-NOV-2008
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TRADEMARK SECURITY AGREEMENT

RECORDED: 06/03/2011

**TRADEMARK**  
REEL: 004554 FRAME: 0122