

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Talecris Biotherapeutics, Inc.		06/02/2011	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Giant Newco, Inc.		
<b>Street Address:</b>	Parker Plaza, 400 Kelby Street		
<b>Internal Address:</b>	c/o Paolo Marcucci		
<b>City:</b>	Fort Lee		
<b>State/Country:</b>	NEW JERSEY		
<b>Postal Code:</b>	07024		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1031951	KOATE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(212)969-2900		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	(212) 969-3000		
<b>Email:</b>	trademark@proskauer.com		
<b>Correspondent Name:</b>	Jenifer deWolf Paine		
<b>Address Line 1:</b>	Proskauer Rose LLP		
<b>Address Line 2:</b>	Eleven Times Square		
<b>Address Line 4:</b>	New York, NEW YORK 10036-8299		
<b>ATTORNEY DOCKET NUMBER:</b>	32309-001 KOATE		
<b>NAME OF SUBMITTER:</b>	Jenifer deWolf Paine		
<b>Signature:</b>	/Jenifer deWolf Paine/		

CH \$40.00 1031951

Date:

06/09/2011

**Total Attachments: 4**

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## TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT, is made and entered into as of June 2, 2011, by and between Grifols Inc., a Virginia corporation, as successor-in-interest to Grifols Inc., a Delaware corporation (“*Assignor*”) and Giant Newco, Inc., a Delaware corporation (“*Assignee*”).

WHEREAS, pursuant to the terms of that certain Koate Option, License and Sale Agreement, dated as of April 18, 2011, by and between Grifols Inc. a Delaware corporation and Assignee (as amended, modified or supplemented from time to time, the “*Koate Agreement*”), Assignor has granted to Assignee certain rights to Koate DVI, including the rights in the trademark listed on Exhibit A hereto (the “*Trademark*”);

WHEREAS, Assignor is the owner of those certain rights in and to the Trademark granted to Assignee under the Koate Agreement;

WHEREAS, Talecris Biotherapeutics, Inc. is a wholly-owned subsidiary of Assignor.

WHEREAS, Assignor desires to transfer and assign to Assignee all of Assignor’s right, title, and interest in and to the Trademark, any applications and registrations therefor anywhere in the United States (including that identified on Exhibit A hereto), and all of the goodwill of the business symbolized by and associated with the Trademarks (collectively, the “*Trademark Assets*”);

WHEREAS, Assignee desires to accept the assignment by Assignor of the Trademark and the Trademark Assets located in the United States; and

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

1. Assignor hereby sells, assigns, conveys and transfers to Assignee all of Assignor’s right, title, and interest, whether statutory or at common law, in and to the Trademark and the Trademark Assets, throughout the United States, including the right to file new applications and prosecute any pending applications to register the Trademark, together with all causes of action for previously occurring infringements of the rights being assigned, and the right to receive and retain the proceeds relating to those infringements.

2. Assignor agrees to execute, or cause to be executed, all documents and assist in all proceedings to perfect, register, or record the rights of the Assignee to the Trademark as Assignee may reasonably deem appropriate. If Assignor does not, within fifteen (15) days of presentment, return the requested executed documents, then Assignee is hereby granted a limited power of attorney to execute all such documents on behalf of Assignor. This power of attorney is coupled with an interest and is irrevocable.

3. Assignor hereby authorizes and requests the Commissioner for Trademarks of the United States Patent and Trademark Office to record Assignee as the assignee and owner of the Trademark registered in the United States and identified on Exhibit A. For the avoidance of

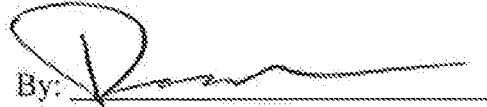
doubt, this Trademark Assignment is limited to the United States, and any assignment of the Trademark in any foreign countries or jurisdictions shall be null and void.

4. This Assignment shall be deemed to be made in, and in all respects shall be construed and interpreted and the rights granted herein governed in accordance with the laws of, the State of New York applicable to contracts executed in and to be performed within such State, regardless of the laws that might otherwise govern under applicable principles of conflicts of laws. This Assignment may be executed in counterparts, each of which shall constitute an original and all of which together shall constitute one and the same instrument. This Assignment may be executed by facsimile or other electronic transmission with the same binding effect as original ink signatures, each of which shall be deemed an original, and all of which taken together shall constitute one instrument.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the undersigned has executed and delivered this Trademark Assignment as of the date and year first above written.

**GRIFOLS INC.**

By: 

Name: David I. Bell

Title: Vice President, Corporate Operations and  
Development

EXHIBIT A

Trademark

Serial Number	Reg. Number	Word Mark	Owner
73027260	1031951	KOATE	Talecris Biotherapeutics, Inc.