

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Grifols Worldwide Operations Limited		02/27/2014	CORPORATION: DELAWARE
Grifols Inc.		02/27/2014	CORPORATION: DELAWARE
Grifols Therapeutics Inc.		02/27/2014	CORPORATION: DELAWARE
Grifols-Chiron Diagnostics Corp.		02/27/2014	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	DEUTSCHE BANK AG NEW YORK BRANCH, AS COLLATERAL AGENT
Street Address:	60 WALL STREET
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10005
Entity Type:	FOREIGN BANKING CORPORATION: GERMANY

PROPERTY NUMBERS Total: 43

Property Type	Number	Word Mark
Serial Number:	72039861	PLASMANATE
Serial Number:	72186850	GAMIMUNE
Serial Number:	72228655	PLASMANATE
Serial Number:	72254919	HYPER-TET
Serial Number:	72417224	ALBUTEIN
Serial Number:	73197739	PLASBUMIN
Serial Number:	73410690	PROFILNINE
Serial Number:	73658709	PROLASTIN
Serial Number:	73823391	ALPHANINE
Serial Number:	74232095	THROMBATE III
Serial Number:	74475193	ALPHANATE

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Serial Number:	74610771	WADIANA
Serial Number:	75020881	PEDI-GRI
Serial Number:	75420965	TRITURUS
Serial Number:	76129679	FLEBOGAMMA
Serial Number:	76375519	BIOMAT USA
Serial Number:	76670785	PLASMACARE
Serial Number:	77453151	PROLASTIN DIRECT
Serial Number:	77783861	MISTERIUM
Serial Number:	78031372	GAMUNEX
Serial Number:	78151737	
Serial Number:	78151742	
Serial Number:	78211704	ANBINEX
Serial Number:	78235014	GRI-FILL
Serial Number:	78237850	GRI-BAG
Serial Number:	78551985	TALECRIS
Serial Number:	78551989	TALECRIS BIOTHERAPEUTICS
Serial Number:	78552030	TALECRIS BIOTHERAPEUTICS
Serial Number:	78622898	HYPERRAB
Serial Number:	78622902	HYPERRHO
Serial Number:	78622911	HYPERTET
Serial Number:	78622916	HYPERHEP B
Serial Number:	78627286	GAMASTAN
Serial Number:	85011751	GAMUNEX-C
Serial Number:	85088438	EASYSOL
Serial Number:	85088466	NANBIN
Serial Number:	85348892	WADIANA
Serial Number:	85348896	DG GEL
Serial Number:	85411813	PROLASTIN C
Serial Number:	85525644	GAMUNEX CONNEXIONS
Serial Number:	85925589	ALZAMIN
Serial Number:	85928255	ALZABUMIN
Serial Number:	86192559	PHOCUS RX

CORRESPONDENCE DATA

Fax Number:

TRADEMARK
REEL: 005226 FRAME: 0719

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Email: lrizzo@milbank.com
Correspondent Name: Milbank, Tweed, Hadley & McCloy LLP
Address Line 1: 601 South Figueroa Street, 30th Floor
Address Line 4: Los Angeles, CALIFORNIA 90017

NAME OF SUBMITTER:	Chris L. Holm
Signature:	/Chris L. Holm/
Date:	02/27/2014

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of February 27, 2014 (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 February 27, 2014 (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 Pledge and Security Agreement and used herein have the meaning given to them in the Pledge and 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 owned or existing or hereafter acquired, developed, created or arising and wherever 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).

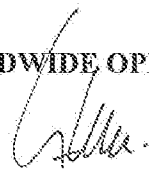
SECTION 5. Counterparts

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.

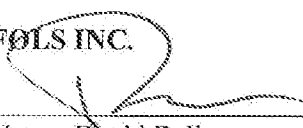
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IN WITNESS WHEREOF, each Grantor and the Collateral Agent have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.


GRIFOLS WORLDWIDE OPERATIONS LIMITED

By: 
Name: Victor Grifols Roura
Title: Authorized Signatory

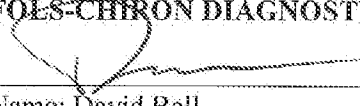
GRIFOLS INC.

By: 
Name: David Bell
Title: Corporate Vice President

GRIFOLS THERAPEUTICS INC.

By: 
Name: David Bell
Title: Corporate Vice President


GRIFOLS-CHIRON DIAGNOSTICS CORP.

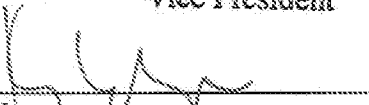
By: 
Name: David Bell
Title: Authorized Signatory

[Grifols - Trademark Security Agreement]

Accepted and Agreed:

DEUTSCHE BANK AG NEW YORK BRANCH,
as Collateral Agent

By: 
Name: **Michael Winters**
Title: **Vice President**

By: 
Name: **Kirk L. Tashjian**
Title: **Vice President**

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND APPLICATIONS

Mark	Serial No.	Filing Date	Reg. No.	Reg. Date
PLASMANATE	72039861	Oct. 31, 1957	665653	Aug. 12, 1958
GAMIMUNE	72186850	Feb. 17, 1964	779760	Nov. 10, 1964
PLASMANATE	72228655	Sept. 27, 1965	819792	Dec. 6, 1966
HYPER-TET	72254919	Sept. 22, 1966	836220	Oct. 3, 1967
ALBUTEIN	72417224	Mar. 3, 1972	964012	July 17, 1973
PLASBUMIN	73197739	Dec. 21, 1978	1136564	June 3, 1980
PROFILNINE	73410690	Jan. 24, 1983	1270548	Mar. 20, 1984
PROLASTIN	73658709	Nov. 3, 1987	1473862	Jan. 26, 1988
ALPHANINE	73823391	Aug. 31, 1989	1623234	Nov. 20, 1990
THROMBATE III	74232095	Dec. 20, 1991	1753121	Feb. 16, 1993
ALPHANTE	74475193	Dec. 28, 1993	1964502	Mar. 26, 1996
WADIANA	74610771	Dec. 13, 1994	1974718	May 21, 1996
PEDI-GRI	75020881	Nov. 16, 1995	2080766	July 22, 1997
TRITURUS	75420965	Jan. 21, 1998	2280727	Sept. 28, 1999
FLEBOGAMMA	76129679	Sept. 18, 2000	2595626	Jul. 16, 2002
BIOMAT USA	76375519	Feb. 26, 2002	2987732	August 23, 2005
PLASMACARE	76670785	Dec. 26, 2006	3315361	Oct. 23, 2007
PROLASTIN DIRECT	77453151	April 21, 2008	3536975	Nov. 25, 2008
MISTERIUM	77783861	July 17, 2009	3865505	Oct. 19, 2010
GAMUNEX	78031372	Oct. 19, 2000	2716540	May 13, 2003

DISENO	78151737	Aug. 7, 2002	2802294	Jan. 6, 2004
DISENO	78151742	Aug. 7, 2002	2882977	Sept. 7, 2004
ANBINEX	78211704	Feb. 6, 2003	2866633	July 27, 2004
GRI-FILL	78235014	Apr. 8, 2003	3056155	Jan. 31, 2006
GRI-BAG	78237850	Apr. 15, 2003	2973202	July 19, 2005
FLEBOGAMMA	78551985	Sep. 18, 2000	3506422	Jul. 16, 2002
TALECRIS BIOTHERAPEUTICS	78551989	Jan. 21, 2005	3506423	Sept. 23, 2008
TALECRIS BIOTHERAPEUTICS	78552030	Jan. 21, 2005	3386265	Feb. 19, 2008
HYPERRAB	78622898	May 4, 2005	3206857	Feb. 6, 2007
HYPERRHO	78622902	May 4, 2005	3206858	Feb. 6, 2007
HYPERTET	78622911	May 4, 2005	3202846	Jan. 23, 2007
HYPERHEP B	78622916	May 4, 2005	3197566	Jan. 9, 2007
GAMASTAN	78627286	May 11, 2005	3199710	Jan. 16, 2007
ALZAMIN	79011280	Oct. 26, 2004	3294160	Sept. 18, 2007
SURSIL	79027750	June 15, 2006	3340220	Nov. 20, 2007
ONCOTOOLS	79039401	Feb. 28, 2007	3431540	May 20, 2008
GRI-SEAL	79042481	Jun. 12, 2007	3392213	Mar. 04, 2008
ERYTRA	79049656	Dec. 05, 2007	3543861	Dec. 09, 2008
ALBUMEDIA	79066429	Feb. 05, 2009	3715524	Nov. 24, 2009
GAMUNEX-C	85011751	April 12, 2010	3979311	June 14, 2011
EASYSOL	85088438	July 20, 2010	4024923	Sept. 13, 2011
NANBIN	85088466	July 20, 2010	4030741	Sept. 27, 2011
WADIANA	85348892	June 17, 2011	4153005	June 5, 2012
DG GEL	85348896	June 17, 2011	4178064	July 24, 2012
PROLASTIN C	85411813	Aug. 31, 2011	4204712	Sept. 11, 2012

GAMUNEX CONNEXIONS	85525644	Jan. 26, 2012	4311627	April 2, 2013
ALZAMIN	85925589	May 7, 2013	NONE	NONE
ALZABUMIN	85928255	May 10, 2013	NONE	NONE
PHOCUS RX	86192559	Feb. 13, 2014	NONE	NONE
ARASIL	79079964	Feb. 04, 2010	3899456	Jan. 04, 2011
SEALBRIN	79081548	Mar. 01, 2010	3922239	Feb. 22, 2011
STOCKEY	79090078	Jul. 13, 2010	4030567	Sep. 27, 2011
XEPOL	79112805	Mar. 13, 2012	4228499	Oct. 23, 2012