

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM439287

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF 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>
BIOTEST PHARMACEUTICALS CORPORATION		08/14/2017	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	ADMA BIOMANUFACTURING, LLC		
<b>Street Address:</b>	5800 PARK OF COMMERCE BLVD., NW		
<b>City:</b>	BOCA RATON		
<b>State/Country:</b>	FLORIDA		
<b>Postal Code:</b>	33487		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3015857	CIVACIR	
<b>Registration Number:</b>	2635779	NABI-HB	
<b>Registration Number:</b>	4430011	BIVIGAM CARES	
<b>Registration Number:</b>	4495929	FOR UNCOMPROMISED LIVING	
<b>Registration Number:</b>	4404516	INSPIRED SUPPORT FOR THE PI COMMUNITY	
<b>Registration Number:</b>	4318477	BIVIGAM	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2156562498		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	215-656-3381		
<b>Email:</b>	pto.phil@dlapiper.com		
<b>Correspondent Name:</b>	IP GROUP OF DLA PIPER LLP (US)		
<b>Address Line 1:</b>	ONE LIBERTY PLACE		
<b>Address Line 2:</b>	1650 MARKET ST. SUITE 4900		
<b>Address Line 4:</b>	PHILADELPHIA, PENNSYLVANIA 19103		
<b>NAME OF SUBMITTER:</b>	William L. Bartow		
<b>SIGNATURE:</b>	/williamlbartow/		

CH \$165.00 3015857

<b>DATE SIGNED:</b>	08/15/2017
---------------------	------------

**Total Attachments: 5**

source=Biotest Trademark Assignment Agreement#page1.tif

source=Biotest Trademark Assignment Agreement#page2.tif

source=Biotest Trademark Assignment Agreement#page3.tif

source=Biotest Trademark Assignment Agreement#page4.tif

source=Biotest Trademark Assignment Agreement#page5.tif

## TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this "Assignment"), dated as of August 14, 2017 and effective as of June 6, 2017, is made by and between BIOTEST PHARMACEUTICALS CORPORATION, a Delaware corporation (the "Assignor"), and ADMA BIOMANUFACTURING, LLC, a Delaware limited liability company (the "Assignee").

### WITNESSETH:

WHEREAS, pursuant to that certain Master Purchase and Sale Agreement (as amended, restated, modified or supplemented from time to time, the "Master Purchase Agreement"), dated as of January 21, 2017, by and among the Assignor, the Assignee, ADMA Biologics, Inc., Biotest AG and Biotest US Corporation, the Assignor has agreed, *inter alia*, to sell, assign, transfer, convey and deliver to the Assignee the Purchased Assets, which Purchased Assets include all of the Assignor's right, title and interest in, to and under those trademarks and applications and registrations therefor listed in Schedule A hereto and including all goodwill associated therewith (collectively, the "Trademarks"), and the Assignee has agreed to acquire all of the right, title and interest of the Assignor in and to the Purchased Assets; and

WHEREAS, in accordance with the Master Purchase Agreement, the Assignor wishes to sell, assign, transfer, convey and deliver to the Assignee the Trademarks, and the Assignee wishes to acquire all of the right, title and interest of the Assignor in and to the Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

Section 1.1 Defined Terms. All capitalized terms used but not defined in this Assignment shall have the same meanings as are given to such terms in the Intellectual Property Assignment Agreement (the "IP Assignment Agreement"), dated as of June 6, 2017, by and between the Assignor and the Assignee.

Section 1.2 Assignment of Trademarks. The Assignor hereby sells, transfers, conveys, assigns and delivers to the Assignee, and its successors and permitted assigns, and the Assignee hereby purchases, receives, acquires and accepts from the Assignor, all of the Assignor's right, title and interest in and to the Trademarks, including the exclusive rights to (a) bring Actions, defend against or otherwise recover for infringements or other impairments of the Trademarks, and the right to the profits or damages due or accrued, arising out of or in connection with any and all past, present or future infringements or other impairments of the Trademarks, (b) apply for, make filings with respect to and maintain all registrations, renewals and extensions thereof, and (c) all other rights of any kind whatsoever of the Assignor accruing thereunder.

Section 1.3 Further Assurances. This Assignment has been executed and delivered by the Assignor for the purpose of recording the assignment herein with the appropriate

government entities. The Assignor agrees that at any time and from time to time, at the Assignee's request and expense and without further consideration, the Assignor shall promptly execute and deliver all further instruments of transfer, conveyance, assignment, consent and other documents, and take all further actions, that are reasonably requested by the Assignee, to perfect, protect, convey legal title to the Trademarks or more fully evidence the Assignee's and its assignees' respective right, title and interest in, to and under the Trademarks, or to enable the Assignee and/or such assignees (or any agent or designee of any of the foregoing) to exercise or enforce any of their respective rights hereunder.

Section 1.4 Master Purchase Agreement. This Assignment is subject in all respects to the terms and conditions of the Master Purchase Agreement and the IP Assignment Agreement, is intended to implement the provisions of the Master Purchase Agreement and the IP Assignment Agreement and shall not be construed to enhance, extend or limit the rights or obligations of the Assignor, the Assignee or any other party to the Master Purchase Agreement under the Master Purchase Agreement. To the extent any provision of this instrument is inconsistent with the Master Purchase Agreement, the provisions of the Master Purchase Agreement shall control.

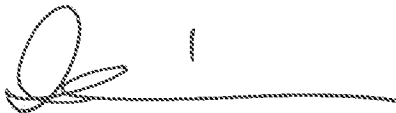
Section 1.5 Governing Law. This Assignment and all claims and controversies hereunder shall be governed by and construed in accordance with the internal laws of the State of Delaware, without regard to the choice of law provisions.

Section 1.6 Counterparts. This Assignment may be executed in one or more counterparts, and counterparts by facsimile or by e-mail as a pdf attachment, all of which taken together shall constitute one and the same instrument, and any of the parties hereto may execute this Agreement by signing any such counterpart.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have caused this Assignment to be executed by their respective officers thereunto duly authorized, as of the date first above written.


**BIOTEST PHARMACEUTICALS  
CORPORATION**

By:   
Name: ELEANA CARLISLE  
Title: CEO



IN WITNESS WHEREOF, the parties have caused this Assignment to be executed by their respective officers thereunto duly authorized, as of the date first above written.

ADMA BIOLOGICS, INC.

By:   
\_\_\_\_\_  
Name: Adam Grossman  
Title: President and CEO

*[Signature Page to Trademark Assignment Agreement]*

EASTW45051983.1

**TRADEMARK**  
**REEL: 006129 FRAME: 0539**

Schedule A

Trademarks

Trademark	Registration Number	Registration Date	Serial / Application Number	Filing Date	Jurisdiction
CIVACIR	3,015,857	November 15, 2005	76/348,603	December 12, 2001	United States of America
NABI-HB	2,635,779	October 15, 2002	75/621,967	January 14, 1999	United States of America
BIVIGAM CARES	4,430,011	November 5, 2013	85/817,082	January 7, 2013	United States of America
FOR UNCOMPROMISED LIVING	4,495,929	March 11, 2014	85/792,730	December 3, 2012	United States of America
INSPIRED SUPPORT FOR THE PI COMMUNITY  <i>inspired</i>	4,404,516	September 17, 2013	85/679,248	July 17, 2012	United States of America
BIVIGAM	4,318,477	April 9, 2013	85/533,081	February 3, 2012	United States of America
NABI - HB*	829811818	January 17, 2012	829811818	August 8, 2008	Brazil
NABI-HB*	3109048	January 31, 2005	3109048	March 25, 2003	European Union
NABI-HB*			211681	May 18, 2008	Israel
NABI-HB*	301116549	May 15, 2008	301116549	May 15, 2008	Hong Kong
NABI HB*	01349353	February 16, 2009	097023238	May 16, 2008	Taiwan
NABI-HB*	964372	May 13, 2008			International Register
CIVACIR*	887996	May 9, 2006			International Register
NABI-HB*	829811818	January 17, 2012	829811818	August 8, 2008	Brazil

\*Interests in those Trademarks with asterisks have not been maintained.

All common law trademark rights in BIVIGAM, NABI-HB and CIVACIR