

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM509863

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|---|-----------------------------------|---------------------------------------|--|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| ADMA BIOLOGICS, INC. | | 02/11/2019 | Corporation: DELAWARE |
| ADMA BIOMANUFACTURING, LLC | | 02/11/2019 | Limited Liability Company: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | PERCEPTIVE CREDIT HOLDINGS II, LP | | |
| Street Address: | 51 Astor Place, 10th Floor | | |
| City: | New York | | |
| State/Country: | NEW YORK | | |
| Postal Code: | 10003 | | |
| Entity Type: | Limited Partnership: DELAWARE | | |
| PROPERTY NUMBERS Total: 7 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3015857 | CIVACIR | |
| Registration Number: | 2635779 | NABI-HB | |
| Registration Number: | 4430011 | BIVIGAM CARES | |
| Registration Number: | 4495929 | FOR UNCOMPROMISED LIVING | |
| Registration Number: | 4404516 | INSPIRED SUPPORT FOR THE PI COMMUNITY | |
| Registration Number: | 4318477 | BIVIGAM | |
| Serial Number: | 87012361 | ASCENIV | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 7037607777 | | |
| <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> | | | |
| Phone: | 703-760-7360 | | |
| Email: | hcheng@mofa.com | | |
| Correspondent Name: | Hsiao-Ting Cheng | | |
| Address Line 1: | 1650 Tysons Boulevard | | |
| Address Line 2: | Suite 400 | | |
| Address Line 4: | McLean, VIRGINIA 22102 | | |
| ATTORNEY DOCKET NUMBER: | 72295-37 | | |

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| | |
|---|-------------------|
| NAME OF SUBMITTER: | Miranda Bullard |
| SIGNATURE: | /Miranda Bullard/ |
| DATE SIGNED: | 02/12/2019 |
| Total Attachments: 6 source=ADMA - Trademark Security Agreement#page1.tif source=ADMA - Trademark Security Agreement#page2.tif source=ADMA - Trademark Security Agreement#page3.tif source=ADMA - Trademark Security Agreement#page4.tif source=ADMA - Trademark Security Agreement#page5.tif source=ADMA - Trademark Security Agreement#page6.tif | |

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of February 11, 2019 (“*Trademark Security Agreement*”), made by each of the signatories hereto (together with any other entity that may become a party hereto as provided herein, the “*Trademark Grantors*”), is in favor of Perceptive Credit Holdings II, LP, as administrative agent for the Secured Parties (in such capacity, together with its successors and assigns, the “*Administrative Agent*”).

W I T N E S S E T H:

WHEREAS, the Trademark Grantors are party to a Security Agreement, dated as February 11, 2019 (the “*Security Agreement*”) in favor of the Administrative Agent, pursuant to which the Trademark Grantors are required to execute and deliver this Trademark Security Agreement (capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Security Agreement);

WHEREAS, pursuant to the terms of the Security Agreement, each Trademark Grantor has created in favor of the Administrative Agent a security interest in, and the Administrative Agent has become a secured creditor with respect to, the Trademark Collateral (as defined below);

NOW, THEREFORE, in consideration of the premises and to induce the Administrative Agent and the Lender to enter into the Credit Agreement and to induce the Lender to make their respective extensions of credit to the Borrower thereunder, each Trademark Grantor hereby grants to the Administrative Agent, for the ratable benefit of the Secured Parties, a security interest in all of the following property now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “*Trademark Collateral*”), as collateral security for the complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of all Secured Obligations:

(a) all federally registered Trademarks of such Trademark Grantor, including, without limitation, the applied-for Trademarks of such Grantor listed on **Schedule 1** attached hereto;

(b) to the extent not covered by **clause (a)**, all Proceeds of any of the foregoing;

(c) to the extent not covered by **clause (a)**, the goodwill of the businesses with which the Trademarks are associated; and

(d) to the extent not covered by **clause (a)**, all causes of action arising prior to or after the date hereof for infringement of any of the Trademarks or unfair competition regarding the same;

provided that, in each case, the Trademark Collateral shall not include Excluded Property.

The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement, and the Trademark Grantors hereby acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

Each Trademark Grantor hereby authorizes and requests that the Commissioner of Patents and Trademarks record this Trademark Security Agreement.


THIS TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

This Trademark Security Agreement may be executed by one or more of the parties to this Trademark Security Agreement on any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed signature page of this Trademark Security Agreement by facsimile transmission or electronic transmission (in PDF format) shall be effective as delivery of a manually executed counterpart hereof.

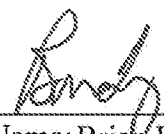
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IN WITNESS WHEREOF, each Trademark Grantor has caused this TRADEMARK SECURITY AGREEMENT to be executed and delivered by its duly authorized officer as of the date first above written.

ADMA BIOLOGICS, INC.

By:  _____
Name: Brian Lenz
Title: Executive Vice President, Chief Financial Officer, and Secretary

ADMA BIOMANUFACTURING, LLC

By:  _____
Name: Brian Lenz
Title: Vice President and Chief Financial Officer

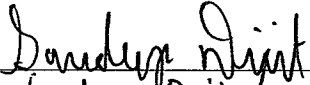
Address for Notices:
465 Route 17 S
Ramsey, NJ 07446
Attn: Brian Lenz


With a copy to:

DLA Piper LLP (US)
51 John F Kennedy Pkwy Suite 120
Short Hills, NJ 07078
Attn: David Schwartz, Esq.

Accepted and Agreed:
PERCEPTIVE CREDIT HOLDINGS II, LP,
as the Administrative Agent

By: **PERCEPTIVE CREDIT OPPORTUNITIES GP, LLC,**
its general partner


By 
Name: Sandeep Dixit
Title: Chief Credit Officer

By 
Name: SAM CHAWLA
Title: PORTFOLIO MANAGER

Perceptive Credit Holdings II, LP
c/o Perceptive Advisors LLC
51 Astor Place, 10th Floor
New York, NY 10003
Attn: Sandeep Dixit
Email: Sandeep@perceptivelife.com

TRADEMARKS

Registered Trademarks of each Grantor

| Mark/Application | Serial/ Registration Number | Filing/ Registration Date | Grantor/Owner | Filing Location |
|--|-----------------------------------|---------------------------------|----------------------------------|--------------------|
| ASCENIV | Register No. 1352668 | 5/10/2017 | ADMA Biologics, Inc. | International |
| CIVACIR | Register No. 3,015,857 | 11/15/2005 | ADMA BioManufacturing, LLC | USA |
| NABI-HB | Register No. 2,635,779 | 10/15/2002 | ADMA BioManufacturing, LLC | USA |
| BIVIGAM CARES | Register No. 4,430,011 | 11/5/2013 | ADMA BioManufacturing, LLC | USA |
| FOR UNCOMPROMISED LIVING | Register No. 4,495,929 | 03/11/2014 | ADMA BioManufacturing, LLC | USA |
| INSPIRED SUPPORT FOR THE PI COMMUNITY  | Register No. 4,404,516 | 09/17/2013 | ADMA BioManufacturing, LLC | USA |
| BIVIGAM | Register No. 4,318,477 | 04/09/2013 | ADMA BioManufacturing, LLC | USA |
| NABI – HB | Register No. 829811818 | 01/17/2012 | ADMA BioManufacturing, LLC | Brazil |
| NABI-HB | Register No. 3109048 | 01/31/2005 | ADMA BioManufacturing, LLC | European Union |
| NABI-HB | Register No. 211681 | 04/13/2010 | ADMA BioManufacturing, LLC | Israel |

| | | | | |
|---------|---------------------------|-------------|----------------------------------|---------------|
| NABI-HB | Register No. 301116549 | 05/15/2008 | ADMA BioManufacturing, LLC | Hong Kong |
| NABI HB | Register No. 01349353 | 02/16/2009 | ADMA BioManufacturing, LLC | Taiwan |
| NABI-HB | Register No.964372 | 05/13/2008 | ADMA BioManufacturing, LLC | International |
| NABI-HB | Register No. 602442 | 02/17/2004 | Nabi Pharmaceuticals | Canada |
| NABI-HB | Register No. 220944 | 11/29/2010 | Nabi Pharmaceuticals | Egypt |
| CIVACIR | Register No.887996 | 05/09/ 2006 | ADMA BioManufacturing, LLC | International |

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

Pending Trademark Applications of each Grantor

| Mark/Application | Serial/ Registration Number | Filing/ Registration Date | Grantor/Owner | Filing Location |
|------------------|-----------------------------------|---------------------------------|-------------------------|--------------------|
| ASCENIV | App. No. 87012361 | 4/25/2016 | ADMA Biologics, Inc. | USA |

Licenses of each Grantor Related to Registered Trademarks and Pending Trademark Applications

None.

ny-1355392