

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM535471

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Saol Bermuda Limited		08/06/2019	exempted company limited: BERMUDA
RECEIVING PARTY DATA			
Name:	Capital One, National Association, as Agent		
Street Address:	2 Bethesda Metro Center, Suite 1000		
City:	Bethesda		
State/Country:	MARYLAND		
Postal Code:	20814		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1742103	CYTOGAM	
CORRESPONDENCE DATA			
Fax Number:	4045725100		
<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:	404-572-3493		
Email:	kosborne@kslaw.com		
Correspondent Name:	Karen Osborne, Senior Paralegal		
Address Line 1:	1180 Peachtree St. NE, Suite 1600		
Address Line 2:	King & Spalding LLP		
Address Line 4:	Atlanta, GEORGIA 30309		
ATTORNEY DOCKET NUMBER:	24046.515029		
NAME OF SUBMITTER:	Karen Osborne		
SIGNATURE:	//Karen Osborne//		
DATE SIGNED:	08/06/2019		
Total Attachments: 6			
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of August 6, 2019, is made by Saol Bermuda Limited, an exempted company limited by shares incorporated under the laws of Bermuda (the “Grantor”), in favor of Capital One, National Association (“Capital One”), as administrative agent (in such capacity, together with its successors and permitted assigns, the “Agent”) for the Secured Parties (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of August 6, 2019 (as the same may be amended, restated, supplemented and/or modified from time to time, the “Credit Agreement”), by and among Grantor, Saol International Limited, an exempted company limited by shares incorporated under the laws of Bermuda (“Saol International”, together with Grantor and each other entity that from time to time becomes a borrower under the Credit Agreement, collectively, the “Borrowers” and each a “Borrower”), Holdings, the other Credit Parties, the Lenders and the L/C Issuers from time to time party thereto and Capital One, as Agent for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantor is party to a Guaranty and Security Agreement of even date herewith in favor of Agent (as such agreement may be amended, restated, supplemented or otherwise modified from time to time, the “Guaranty and Security Agreement”); and

WHEREAS, pursuant to the Guaranty and Security Agreement, the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrowers thereunder, the Grantor hereby agrees with Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of the Grantor, hereby mortgages, pledges and hypothecates to Agent for the benefit of the Secured Parties, and grants to Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of the Grantor (the “Trademark Collateral”):

(a) all of its Trademarks providing for the grant by or to the Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto; provided, however, that the foregoing shall not include any “intent to use” Trademark applications for which a statement of use has not been filed (but only until such statement is filed);

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Guaranty and Security Agreement and the Grantor hereby acknowledges and agrees that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks subject to a security interest hereunder.

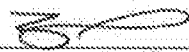
Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

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

SAOL BERMUDA LIMITED
as Grantor


By: 
Name: ZOE HANSON
Title: DIRECTOR

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006713 FRAME: 0383

ACCEPTED AND AGREED
as of the date first above written:

CAPITAL ONE, NATIONAL ASSOCIATION
as Agent

By 
Name Karen Dahlquist
Title Duly Authorized Signatory

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006713 FRAME: 0384

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

REGISTERED U.S. TRADEMARKS

<i>OWNER</i>	<i>TRADEMARKS</i>	<i>SERIAL NO.</i>	<i>FILING DATE</i>	<i>REGISTRATION NO.</i>	<i>REGISTRATION DATE</i>
Saol Bermuda Limited	CYTOGAM	74178919	06/21/91	1742103	12/22/92

REGISTERED NON-U.S. TRADEMARKS

<i>COUNTRY</i>	<i>OWNER</i>	<i>TRADEMARK</i>	<i>SERIAL NO.</i>	<i>FILING DATE</i>	<i>REG. NO.</i>	<i>REG. DATE</i>
European Union	Saol Bermuda Limited	CYTOGAM	005657788	02/01/2007	005657788	02/12/2008
Turkey	Saol Bermuda Limited	CYTOGAM	94/005478	06/01/1994	153481	11/04/1994
Argentina	Saol Bermuda Limited	CYTOGAM	2886579	01/08/2009	2350935	03/10/2010
Switzerland	Saol Bermuda Limited	CYTOGAM	59527/2010	09/09/2010	609723	12/23/2010
Brazil	Saol Bermuda Limited	CYTOGAM	830547894	03/16/2010	830547894	03/21/2017
New Zealand	Saol Bermuda Limited	CYTOGAM	846301	07/22/2011	846301	01/24/2012
Canada	Saol Bermuda Limited	CYTOGAM	0767549	11/01/1994	TMA467424	12/10/1996
Paraguay	Saol Bermuda Limited	CYTOGAM	1220430	04/30/2012	382594	07/03/2013
International Registration (WIPO)	Saol Bermuda Limited	CYTOGAM	IR1071032	02/11/2011	IR1071032	02/11/2011

<i>COUNTRY</i>	<i>OWNER</i>	<i>TRADEMARK</i>	<i>SERIAL NO.</i>	<i>FILING DATE</i>	<i>REG. NO.</i>	<i>REG. DATE</i>
Armenia – IR extension	Saol Bermuda Limited	CYTOGAM	IR1071032	02/11/2011	IR1071032	02/11/2011
Australia – IR extension	Saol Bermuda Limited	CYTOGAM	IR1071032	02/11/2011	IR1071032	02/11/2011
Azerbaijan – IR extension	Saol Bermuda Limited	CYTOGAM	IR1071032	02/11/2011	IR1071032	02/11/2011
Kazakhstan – IR extension	Saol Bermuda Limited	CYTOGAM	IR1071032	02/11/2011	IR1071032	02/11/2011
Moldova – IR extension	Saol Bermuda Limited	CYTOGAM	IR1071032	02/11/2011	IR1071032	02/11/2011
Uzbekistan – IR extension	Saol Bermuda Limited	CYTOGAM	IR1071032	02/11/2011	IR1071032	02/11/2011

TRADEMARK APPLICATIONS

None.