

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM549845

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
SEQUENCE:	1

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Grifols Shared Services North America, Inc.		11/15/2019	Corporation: VIRGINIA
Grifols Therapeutics LLC		11/15/2019	Limited Liability Company: DELAWARE
Grifols Biologicals LLC		11/15/2019	Limited Liability Company: DELAWARE
Biomat USA, Inc.		11/15/2019	Corporation: DELAWARE
Grifols Worldwide Operations USA, Inc.		11/15/2019	Corporation: DELAWARE
Grifols USA, LLC		11/15/2019	Limited Liability Company: FLORIDA
Talecris Plasma Resources, Inc.		11/15/2019	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Bank of America, N.A., as Collateral Agent
Street Address:	101 N. Tyron Street
Internal Address:	One Independence Center
City:	Charlotte
State/Country:	NORTH CAROLINA
Postal Code:	28255
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 21

Property Type	Number	Word Mark
Registration Number:	665653	PLASMANATE
Registration Number:	964012	ALBUTEIN
Registration Number:	1136564	PLASBUMIN
Registration Number:	1270548	PROFILNINE
Registration Number:	1473862	PROLASTIN
Registration Number:	1623234	ALPHANINE
Registration Number:	1753121	THROMBATE III

CH \$540.00 665653

Property Type	Number	Word Mark
Registration Number:	1964502	ALPHANATE
Registration Number:	3315361	PLASMACARE
Registration Number:	3536975	PROLASTIN DIRECT
Registration Number:	2716540	GAMUNEX
Registration Number:	2802294	
Registration Number:	2882977	
Registration Number:	3206857	HYPERRAB
Registration Number:	3206858	HYPERRHO
Registration Number:	3202846	HYPERTET
Registration Number:	3197566	HYPERHEP B
Registration Number:	3199710	GAMASTAN
Registration Number:	4311627	GAMUNEX CONNEXIONS
Serial Number:	88170561	ALBUTEIN TWISTFLEX
Serial Number:	88170545	ALBUTEIN FLEXBAG

CORRESPONDENCE DATA

Fax Number: 2028357586

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.

Phone: 202-835-7500

Email: dcip@milbank.com

Correspondent Name: Javier J. Ramos

Address Line 1: 1850 K Street, NW, Suite 1100

Address Line 2: Milbank, LLP

Address Line 4: Washington, D.C. 20006

ATTORNEY DOCKET NUMBER: 27465.00047

NAME OF SUBMITTER: Javier J. Ramos

SIGNATURE: /Javier J. Ramos/

DATE SIGNED: 11/18/2019

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of November 15, 2019 (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 **BANK OF AMERICA, N.A.**, 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 U.S. Pledge and Security Agreement dated as of November 15, 2019 (the "U.S. 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 U.S. Pledge and Security Agreement and used herein have the meaning given to them in the U.S. 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 registrations and applications for any of the following: 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 U.S. 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 U.S. 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 U.S. Pledge and Security Agreement, the provisions of the U.S. 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.

SECTION 5. Intercreditor Agreement

Notwithstanding anything herein to the contrary, the liens and security interests granted to the Collateral Agent pursuant to this Agreement in any Trademark Collateral and the exercise of any right or remedy by the Collateral Agent with respect to any Trademark Collateral hereunder are subject to the provisions of the Pari Passu Intercreditor Agreement. In the event of any conflict between the terms of the Pari Passu Intercreditor Agreement and the terms of this Agreement, the terms of the Pari Passu Intercreditor Agreement shall govern and control.

SECTION 6. 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.


[Remainder of page intentionally left blank]

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

GRIFOLS SHARED SERVICES NORTH AMERICA, INC.

By: 
Name: Alfredo Arroyo
Title: Authorized Signatory

GRIFOLS THERAPEUTICS LLC

By: 
Name: Alfredo Arroyo
Title: Authorized Signatory


GRIFOLS BIOLOGICALS LLC

By: 
Name: Alfredo Arroyo
Title: Authorized Signatory

BIOMAT USA, INC.

By: 
Name: Alfredo Arroyo
Title: Authorized Signatory

GRIFOLS WORLDWIDE OPERATIONS USA, INC.

By: 
Name: Alfredo Arroyo
Title: Authorized Signatory

GRIFOLS USA, LLC

By: _____



Name: Alfredo Arroyo
Title: Authorized Signatory

TALECRIS PLASMA RESOURCES, INC.

By: _____

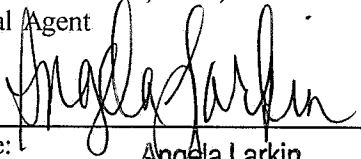


Name: Alfredo Arroyo
Title: Authorized Signatory

Accepted and Agreed:

BANK OF AMERICA, N.A.,
as Collateral Agent

By: _____



Name:

Angela Larkin

Title:

Vice President

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006798 FRAME: 0415

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
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	May 4, 1987	1473862	Jan. 26, 1988
ALPHANINE	73823391	Aug. 31, 1989	1623234	Nov. 20, 1990
THROMBATE III	74232095	Dec. 20, 1991	1753121	Feb. 16, 1993
ALPHANATE	74475193	Dec. 28, 1993	1964502	Mar. 26, 1996
PLASMACARE	76670785	Dec. 26, 2006	3315361	Oct. 23, 2007
PROLASTIN DIRECT	77453151	April 21, 2008	3536975	Nov. 25, 2008
GAMUNEX	78031372	Oct. 19, 2000	2716540	May 13, 2003
DISENO/DESIGN ONLY	78151737	Aug. 7, 2002	2802294	Jan. 6, 2004
DISENO/DESIGN ONLY	78151742	Aug. 7, 2002	2882977	Sept. 7, 2004
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
GAMUNEX CONNEXIONS	85525644	Jan. 26, 2012	4311627	April 2, 2013
ALBUTEIN TWISTFLEX	88170561	Oct. 26, 2018	Pending	Pending
ALBUTEIN FLEXBAG	88170545	Oct. 26, 2018	Pending	Pending