

09-19-2002



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Resubmit

Form PTO-1594 (Rev. 03/01) OMB No. 0651 (exp. 5/31/200)

U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

Tab setting

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): Biovest, Inc. 9-16-02
Individual(s) Association
General Partnership Limited Partnership
Corporation-State
Other
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: Bank of America, N.A.
Internal Address: Mail Code IL12310830
Street Address: 231 South LaSalle Street
City: Chicago State: IL Zip: 60604
Individual(s) citizenship
Association National Association
General Partnership
Limited Partnership
Corporation-State
Other
If assignee is not domiciled in the United States, a domestic representative designated is attached: Yes No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:
Assignment Merger
Security Agreement Change of Name
Other
Execution Date: April 25, 2002

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)
B. Trademark Registration No.(s) 1,774,802 1,666,413
Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Kathleen B. Heberlein, Esq.
Internal Address: ALSTON & BIRD LLP
Street Address: 1201 West Peachtree Street
City: Atlanta State: GA Zip: 30309-3424

6. Total number of applications and registrations involved: 2
7. Total fee (37 CFR 3.41) \$ 65.00
Enclosed
Authorized to be charged to deposit account
8. Deposit account number: N/A
(Attached duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.
Kathleen B. Heberlein Name of Person Signing
Kathleen Heberlein Signature
9-9-02 Date

Total number of pages including cover sheet, attachments, and document: 24

Mail documents to be recorded with required cover sheet information to: Commissioner of Patents & Trademarks, Box Assignments Washington, D.C. 20231

OFFICE OF THE COMMISSIONER OF PATENTS AND TRADEMARKS
FINANCE SECTION
SEP 16 AM 9:20

Tab setting ⇄ ⇄ ⇄

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
Biovest, Inc. *5.31.02*

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State
 Other _____

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)

Name: Bank of America, N.A.
Internal
Address: Mail Code IL12310830
Street Address: 231 South LaSalle Street
City: Chicago State: IL Zip: 60604

Individual(s) citizenship _____
 Association National Association
 General Partnership _____
 Limited Partnership _____
 Corporation-State _____
 Other _____

If assignee is not domiciled in the United States, a domestic representative designated is attached: Yes No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other _____

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To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Kathleen B. Heberlein *Kathleen B. Heberlein* May 31, 2002
Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: 24

06/06/2002 6TOM11 0000066 1774802
01 FC:481 40.00 DP
02 FC:482 25.00 OP

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

THIRD AMENDED AND RESTATED TRADEMARK COLLATERAL
ASSIGNMENT AND SECURITY AGREEMENT

THIS THIRD AMENDED AND RESTATED TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT dated as of April 25, 2002 executed and delivered by each of SEROLOGICALS ROYALTY COMPANY, a corporation organized under the laws of Delaware ("Royalty Company"), INTERGEN DISCOVERY PRODUCTS, LLC, a limited liability company organized under the laws of Delaware ("IDC"), BIOVEST, INC., a corporation organized under the laws of Massachusetts ("Biovest") and SEROCOR INCORPORATED, a corporation organized under the laws of Delaware ("Serocor"; Royalty Company, IDC, Biovest and Serocor are each referred to herein as a "Debtor" and collectively as the "Debtors") in favor of BANK OF AMERICA, N.A., formerly known as NationsBank, N.A. (South) and prior to that as NationsBank of Georgia, National Association ("Bank of America") as Agent (the "Secured Party").

WHEREAS, Serologicals Corporation (the "Company") and the Secured Party have entered into that certain Third Amended and Restated Credit Agreement dated as of September 28, 1999 (as amended, restated, supplemented or otherwise modified from time to time and in effect immediately prior to the date hereof, the "Existing Credit Agreement") by and among the Company, each of the financial institutions party thereto as "Lenders" (the "Existing Lenders") and the Secured Party, pursuant to which the Existing Lenders agreed to make available to the Company certain financial accommodations on the terms and conditions set forth in the Existing Credit Agreement;

WHEREAS, certain of the Debtors guaranteed, among other things, the Company's obligations to the Secured Party under the Existing Credit Agreement on the terms and conditions contained in that certain Second Amended and Restated Guaranty dated as of September 28, 1999 (as amended, supplemented, restated or otherwise modified from time to time and in effect immediately prior to the date hereof, the "Existing Guaranty") in favor of the Secured Party;

WHEREAS, Royalty Company has granted to the Secured Party on the terms and conditions contained in that certain Second Amended and Restated Trademark Collateral Assignment and Security Agreement dated as of September 28, 1999, (as amended, supplemented, restated or otherwise modified from time to time and in effect immediately prior to the date hereof, the "Existing Trademark Security Agreement") in favor of the Secured Party, a security interest in certain of the Trademark Collateral (as defined herein), as collateral security for payment and performance of their obligations under the Existing Guaranty;

WHEREAS, pursuant to the terms of that certain Fourth Amended and Restated Credit Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time in accordance with its terms, the "Credit Agreement") by and among the Company, each of the financial institutions party thereto

as “Lenders” (the “Lenders”), and the Secured Party, the parties thereto are to amend and restate the Existing Credit Agreement in accordance with the terms thereof;

WHEREAS, the Existing Guaranty is to be amended and restated pursuant to that certain Third Amended and Restated Guaranty dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time in accordance with its terms, the “Guaranty”);

WHEREAS, the Company has agreed to make available to each of the Debtors from time to time some of the proceeds of such financial accommodations to be made available under the Credit Agreement pursuant to intercompany loans and otherwise;

WHEREAS, each of the Debtors, the Company and the other Subsidiaries of the Company, though separate legal entities, are mutually dependent on each other in the conduct of their respective businesses and have determined it to be in their mutual best interests to obtain financing from the Secured Party and the Lenders through their collective efforts;

WHEREAS, each of the Debtors acknowledges that it will receive direct and indirect benefits from the Secured Party and the Lenders making such financial accommodations available to the Company under the Credit Agreement;

WHEREAS, it is a condition precedent to the effectiveness of the Credit Agreement that the parties hereto amend and restate the terms of the Existing Trademark Security Agreement pursuant to the terms of this Agreement;

WHEREAS, the Company indirectly owns all of the outstanding capital stock of each of the Debtors;

NOW, THEREFORE, in consideration of the above premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the Debtors, each of the Debtors hereby agrees with the Secured Party that the Existing Trademark Security Agreement is amended and restated as follows:

Section 1. Security Interest In Trademarks. Pursuant to the terms of this Agreement and to secure the prompt and complete payment, observance and performance of all of the Obligations, each of the Debtors hereby conditionally assigns to the Secured Party, for the benefit of the Lenders and grants to the Secured Party, for the benefit of the Lenders a security interest in, with power of sale to the extent permitted by Applicable Law, all of such Debtor’s right, title and interest in, to and under all of the following, whether now owned or existing or hereafter acquired or arising (collectively, the “Trademark Collateral”): (a) all trademarks, trademark applications, service marks, and service mark applications, including without limitation, the registered trademarks, trademark applications, service marks and service mark applications listed on Schedule I attached hereto and made a part hereof, and (i) all renewals thereof, (ii) all income,

royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (iii) the right to sue for past, present and future infringements and dilutions thereof, (iv) all of such Debtor's rights corresponding thereto throughout the world; (b) the goodwill of such Debtor's business connected with and symbolized by the Trademark Collateral; and (c) all books and records relating to any of the foregoing and all products and proceeds relating to any of the foregoing.

Section 2. Effective Date of Conditional Assignment. Upon a Default or Event of Default (each as defined in the Credit Agreement), each Debtor hereby acknowledges and agrees that the conditional assignment of the Trademark Collateral effected hereby shall automatically occur and be effective, without any action necessary on the part of, or any notice to or consent from, any Debtor, the Secured Party or any other Person, simultaneously with any foreclosure on, or transfer or other conveyance of, any of the Collateral by or to the Secured Party, on behalf of the Lenders as permitted under, or otherwise as a result of or in lieu of the exercise of the Secured Party, on behalf of the Lenders rights and remedies under, the Credit Documents or Applicable Law.

Section 3. Restrictions on Future Agreements. Except for the agreements set forth on Schedule 5. or as permitted by the Credit Documents, none of the Debtors shall enter into any agreement, including without limitation, any license or royalty agreement, which purports to transfer or assign any interest in any of the Trademark Collateral to any Person, except that so long as no Default or Event of Default has occurred and is continuing, each Debtor may enter into license or royalty agreements with respect to the Trademark Collateral with any Loan Party. None of the Debtors will take any action or fail to take any action, and each of the Debtors will use its best efforts to prevent any action by any Person, which would adversely affect the validity or enforceability of the rights transferred to the Secured Party under this Agreement or the rights associated with any of the Trademark Collateral.

Section 4. New Trademark Collateral. Each Debtor represents and warrants that Schedule 1 is a true, correct and complete listing of all of the trademarks, trademark applications, service marks and service mark applications of such Debtor. If, prior to the termination of this Agreement, any Debtor shall obtain rights to any other trademarks, trademark applications, service marks, service mark applications or other property which constitutes or would constitute Trademark Collateral, or any Debtor shall register any Trademark Collateral with the United States Patent and Trademark office which Trademark Collateral is not so registered as of the date hereof, such Debtor shall promptly so notify the Secured Party in writing. Upon such occurrence, such Debtor shall, at the request of the Secured Party and at such Debtor's sole cost and expense, execute and deliver any and all agreements, instruments, documents, and papers as the Secured Party may request to subject such other trademarks, trademark applications, service marks, service mark applications or other property to the conditional assignment and security interest effected hereby and/or to perfect such conditional assignment and security interest.

Section 5. Representations. Each Debtor represents and warrants to the Secured Party, for the benefit of the Lenders that:

(a) Each trademark, trademark application, service mark and service mark application constituting part of the Trademark Collateral is subsisting and no such trademark, trademark application, service mark or service mark application has been adjudged invalid or unenforceable in whole or in part;

(b) To the knowledge of each of the Debtors, the Trademark Collateral is valid and enforceable and no claim has been made that the use of any of the Trademark Collateral infringes upon the rights of any Person;

(c) Except as otherwise set forth on Schedule 1, each Debtor (i) is the sole and exclusive owner of the entire and unencumbered right, title, and interest in and to all of the Trademark Collateral (other than any trademark or service mark application) identified on Schedule 1 as being owned by such Debtor, free and clear of any Liens other than Permitted Liens and licenses granted to other Loan Parties (as defined in the Credit Agreement), and (ii) to the knowledge of each such Debtor, is the sole and exclusive owner of the entire and unencumbered right, title, and interest in and to the Trademark Collateral consisting of any trademark or service mark application and identified on Schedule 1 as being owned by such Debtor, free and clear of any Liens other than Permitted Liens; and

(d) Schedule 5. hereof sets forth all license and royalty agreements or other arrangements regarding or in any way relating to any Trademark Collateral (the "License Agreements") and no item set forth on Schedule 5. hereof prohibits or limits any Debtor in any way from granting to the Secured Party, for the benefit of the Lenders the conditional assignment and security interest effected by this Agreement.

Section 6. Royalties; No Liability. The Secured Party's interest in the Trademark Collateral as granted and authorized by each Debtor hereunder shall be coextensive with such Debtor's interest in the Trademark Collateral and shall not create any liability for the payment of royalties or other charges from the Secured Party to such Debtor. Notwithstanding any other provision of this Agreement to the contrary, each Debtor expressly acknowledges and agrees that it shall continue to observe and perform all of the conditions and obligations contained in the License Agreements to be observed and performed by it, and that neither this Agreement, nor any action taken pursuant hereto, shall cause the Secured Party to be under any obligation or liability in any respect whatsoever to any party to any License Agreement or to any other Person for the observance or performance of any of the representations, warranties, conditions, covenants, agreements or terms therein contained.

Section 7. Right to Inspect. Until the occurrence of an Event of Default, the Secured Party shall have the right from time to time, at its own expense, upon reasonable notice and during normal business hours, to enter upon any Debtor's premises and to

examine such Debtor's books, records and operations relating to the Trademark Collateral. After the occurrence and during the continuance of an Event of Default, each Debtor agrees that the Secured Party, for the benefit of the Lenders shall have the right to take any and all actions to preserve the Trademark Collateral and any and all infringements thereon.

Section 8. Termination of Collateral Assignment and Security Interest. This Agreement is made for collateral security purposes only. Upon the indefeasible payment in full of all of the Obligations, this Agreement shall terminate and the Secured Party shall execute and deliver to each Debtor, at such Debtor's sole cost and expense, all termination statements and other instruments as such Debtor may reasonably request to terminate the Secured Party's security interest in, and conditional assignment of, the Trademark Collateral. Any affidavit, certificate or other written statement of any officer of the Secured Party stating that any part of the Obligations remains unpaid or unperformed, shall be and constitute conclusive evidence of the continuing effectiveness of this Agreement and any Person receiving any such affidavit, certificate or statement, may, and is hereby authorized to, rely thereon.

Section 9. Additional Obligations of the Debtor. (a) Each Debtor shall take all reasonable and necessary action to preserve and maintain all of such Debtor's rights in the Trademark Collateral, including without limitation, making timely filings with the United States Patent and Trademark Office for renewals and extensions and diligently monitoring unauthorized use of the Trademark Collateral except for such filings and other actions, the failure to complete of which would not be reasonably likely to have a Material Adverse Effect. Any expenses incurred in connection with the foregoing shall be borne by such Debtor.

(b) Each Debtor shall notify the Secured Party promptly if such Debtor knows that any application or registration relating to any Trademark Collateral may become abandoned or knows of any material adverse determination or development (including without limitation, the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office or any court) regarding such Debtor's ownership of or the Secured Party's interest in, any Trademark Collateral, its right to register the same, or its right to keep and maintain the same.

(c) Each Debtor will at such Debtor's sole cost and expense, take or cause to be taken all necessary steps and actions, including without limitation, in any proceeding before the United States Patent and Trademark Office or any similar office or agency in any other country or any political subdivision thereof, to maintain and pursue each application (and to use its best efforts to obtain the relevant registration) and to maintain the Trademark Collateral, including without limitation, filing of applications for renewal and payment of maintenance fees except for such filings and other actions, the failure to complete of which would not be reasonably likely to have a Material Adverse Effect.

(d) If any of the Trademark Collateral is infringed by any Person, the applicable Debtor shall notify the Secured Party promptly after such Debtor learns

thereof. At the Secured Party's request if such infringement would be reasonably likely to have a Material Adverse Effect, and at such Debtor's sole cost and expense, such Debtor shall promptly bring any claim for infringement and for recovery of any and all damages for such infringement (with counsel acceptable to the Secured Party, if counsel is necessary), or take such other actions as shall be appropriate under the circumstances to protect such Trademark Collateral.

Section 10. Right to Sue. If an Event of Default has occurred and is continuing, the Secured Party, on behalf of the Lenders shall have the right, but not the obligation, to bring suit in its own name or in the name of any Debtor to enforce any rights pertaining to the Trademark Collateral and, if the Secured Party shall commence any such suit, the applicable Debtor shall, at the request of the Secured Party and at the sole cost and expense of such Debtor, cooperate fully to the extent requested by the Secured Party in aid of such enforcement. The applicable Debtor shall, upon demand, promptly reimburse the Secured Party and any Lender for all reasonable costs and expenses incurred by the Secured Party and any Lender in the exercise of such enforcement (including without limitation, the reasonable fees and expenses of attorneys, paralegals, accountants, and other experts).

Section 11. Exercise of Rights and Remedies upon an Event of Default. Upon the occurrence of an Event of Default, the Secured Party, on behalf of the Lenders may exercise all of the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any applicable jurisdiction, and under any other Applicable Law, including, without limitation, the right, without notice except as specified below and with or without taking possession thereof, to sell the Trademark Collateral or any part thereof at public or private sale at any location chosen by the Secured Party, for cash, on credit or for future delivery. Each Debtor agrees that, to the extent notice of sale shall be required by Applicable Law, at least ten-days' notice to such Debtor of the time and place of any public sale or the time after which any private sale is to be made shall constitute reasonable notification, but notice given in any other reasonable manner or at any other reasonable time shall constitute reasonable notification. Upon the occurrence and during the continuation of an Event of Default, the Secured Party shall have the right to establish additional product quality controls as the Secured Party may deem necessary to assure maintenance of the quality of products sold by such Debtor in connection with any of the Trademark Collateral. Further, upon the occurrence and during the continuation of an Event of Default, the Secured Party shall have the right to notify any Person obligated under a License Agreement to pay to any Debtor any fees, royalties or other amounts, to pay such fees, royalties and other amounts directly to the Secured Party, for the benefit of the Lenders.

Section 12. Application of Proceeds. All proceeds from each sale of, or other realization upon, all or any part of the Trademark Collateral following an Event of Default shall be applied by the Secured Party, for the benefit of the Lenders in the order provided for in the Credit Agreement.

Section 13. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under Applicable Law, but if any provision of this Agreement shall be prohibited by or invalid under Applicable Law, such provisions shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions or the remaining provisions of this Agreement.

Section 14. Rights Cumulative. The rights and remedies of the Secured Party, for the benefit of the Lenders under this Agreement, the Credit Agreement, and the other Credit Documents shall be cumulative and not exclusive of any rights or remedies which it otherwise has. In exercising its rights and remedies the Secured Party may be selective and no failure or delay by the Secured Party in exercising any right shall operate as a waiver of it, nor shall any single or partial exercise of any power or right preclude its other or further exercise or the exercise of any other power or right.

Section 15. Secured Party's Appointed Attorney-in-Fact. Each Debtor hereby irrevocably appoints the Secured Party, on behalf of the Lenders as such Debtor's attorney-in-fact, with full authority in the place and stead of such Debtor and in the name of such Debtor or otherwise, from time to time in the Secured Party's discretion, to take any action and to execute any instrument or document which the Secured Party may deem necessary or advisable to accomplish the purposes of this Agreement and to exercise any rights and remedies the Secured Party may have under this Agreement or applicable law, including without limitation, (a) to sign sign Debtor's name on all applications, documents, papers and instruments related to the Trademark Collateral, or which such Debtor is to provide under Section 4. hereof, (b) to grant or issue any exclusive or non-exclusive license under any of the Trademark Collateral or (c) to assign, pledge, convey or otherwise dispose of any of the Trademark Collateral; provided, however, the Secured Party may exercise such power of attorney for the purposes described in the preceding clauses (b) and (c) only upon the occurrence and during the continuation of an Event of Default. The power-of-attorney granted hereby shall be irrevocable and coupled with an interest.

Section 16. Binding Effect; Benefits. This Agreement shall be binding upon each Debtor and its successors and assigns, and shall inure to the benefit of the Secured Party, the Lenders and their respective successors and assigns; provided, however, that no Debtor shall be permitted to assign any of its rights, powers, duties or obligations under this Agreement or any interest herein or in the Collateral, or any part thereof, or otherwise pledge, encumber or grant any option with respect to the Trademark Collateral, or any part thereof, or any cash or property held by the Secured Party as Trademark Collateral under this Agreement, without the prior written consent of the Secured Party. Without limiting the generality of the foregoing sentence, any Secured Party may assign to one or more Persons, or grant to one or more Persons assignments or participations in or to, all of any part of its rights and obligations under the Credit Agreement (to the extent permitted by the Credit Agreement); and to the extent of any such assignment or participation such other Person shall, to the fullest extent permitted by law, thereupon become vested with all the benefits in respect thereof granted to such Secured Party

herein or otherwise, subject however, to the provisions of the Credit Agreement, including Article XI thereof (concerning the Secured Party) and Section 12.5 thereof concerning assignments and participations. All references herein to the Secured Party shall include any successor thereof. Each Debtor's successors and assigns shall include, without limitation, a receiver, trustee or debtor-in-possession of or for such Debtor.

Section 17. Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF GEORGIA.

Section 18. Notices. All notices and other communications required or otherwise provided for hereunder shall be given in accordance with the notice provisions of the Credit Agreement.

Section 19. No Duty. Neither the Secured Party nor any Lender shall be liable for any acts, omissions, errors of judgment or mistakes of fact or law with respect to the Trademark Collateral except for those arising out of or in connection with the Secured Party's gross negligence or willful misconduct or to the extent found in a final, non-appealable judgment by a court of competent jurisdiction or by a binding determination of any arbitral body, as applicable, to have resulted from the bad faith of the Secured Party. Without limiting the generality of the foregoing, the Secured Party shall be under no obligation to take any action necessary to preserve rights in the Trademark Collateral against any other Persons but may do so at its option, and all expenses incurred in connection therewith shall be for the sole account of the Debtors and shall be added to the Obligations secured hereby.

Section 20. Amendments, Etc. No amendment or waiver of any provision of this Agreement nor consent to any departure by any Debtor herefrom shall in any event be effective unless the same shall be in writing and signed by each Debtor and the Secured Party. Any such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

Section 21. Headings. Section headings used herein are for convenience only and are not to affect the construction of or be taken into consideration in interpreting this Agreement.

Section 22. Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which, taken together, shall constitute but one and the same instrument.

Section 23. Definitions. (a) For the purposes of this Agreement:

“Obligations” means, individually and collectively:

(i) all Obligations (as defined in the Credit Agreement); and

(ii) any Indebtedness of any Debtor to any other Loan Party which now or hereafter becomes owing to the Secured Party, for the benefit of the Lenders, as assignee of such other Loan Party pursuant to any of the Security Documents or otherwise.

(b) Capitalized terms not otherwise defined herein are used herein with the respective meanings given them in the Credit Agreement. Terms not otherwise defined herein or in the Credit Agreement and which are defined in the Uniform Commercial Code as in effect in the State of Georgia, as amended, are used herein with the respective meanings given them therein. References in this Agreement to any document, instrument or agreement (a) shall include all exhibits, schedules and other attachments thereto, (b) shall include all documents, instruments or agreements issued or executed in replacement thereof, and (c) shall mean such document, instrument or agreement or replacement, as amended, modified or supplemented from time to time.

Section 24. Arbitration. ANY CONTROVERSY OR CLAIM BETWEEN OR AMONG THE PARTIES HERETO INCLUDING BUT NOT LIMITED TO THOSE ARISING OUT OF OR RELATING TO THIS AGREEMENT, INCLUDING ANY CLAIM BASED ON OR ARISING FROM AN ALLEGED TORT, SHALL BE DETERMINED BY BINDING ARBITRATION IN ACCORDANCE WITH THE FEDERAL ARBITRATION ACT (OR IF NOT APPLICABLE, THE APPLICABLE STATE LAW), THE RULES OF PRACTICE AND PROCEDURE FOR THE ARBITRATION OF COMMERCIAL DISPUTES OF JUDICIAL ARBITRATION AND MEDIATION SERVICES, INC. (J.A.M.S.), AND THE "SPECIAL RULES" SET FORTH BELOW. IN THE EVENT OF ANY INCONSISTENCY, THE SPECIAL RULES SHALL CONTROL. JUDGMENT UPON ANY ARBITRATION AWARD MAY BE ENTERED IN ANY COURT HAVING JURISDICTION. ANY PARTY TO THIS AGREEMENT MAY BRING AN ACTION, INCLUDING A SUMMARY OR EXPEDITED PROCEEDING, TO COMPEL ARBITRATION OF ANY CONTROVERSY OR CLAIM TO WHICH THIS AGREEMENT APPLIES IN ANY COURT HAVING JURISDICTION OVER SUCH ACTION.

A. SPECIAL RULES. THE ARBITRATION SHALL BE CONDUCTED IN THE CITY OF THE APPLICABLE DEBTOR'S DOMICILE AT THE TIME OF THIS AGREEMENT'S EXECUTION AND ADMINISTERED BY J.A.M.S. WHO WILL APPOINT AN ARBITRATOR; IF J.A.M.S. IS UNABLE OR LEGALLY PRECLUDED FROM ADMINISTERING THE ARBITRATION, THEN THE AMERICAN ARBITRATION ASSOCIATION WILL SERVE. ALL ARBITRATION HEARINGS WILL BE COMMENCED WITHIN 90 DAYS OF THE DEMAND FOR ARBITRATION; FURTHER, THE ARBITRATOR SHALL ONLY, UPON A SHOWING OF CAUSE, BE PERMITTED TO EXTEND THE COMMENCEMENT OF SUCH HEARING FOR UP TO AN ADDITIONAL 60 DAYS.

B. RESERVATION OF RIGHTS. NOTHING IN THIS AGREEMENT SHALL BE DEEMED TO (I) LIMIT THE APPLICABILITY OF ANY OTHERWISE APPLICABLE STATUTES OF LIMITATION OR REPOSE AND ANY WAIVERS CONTAINED IN THIS AGREEMENT; OR (II) BE A WAIVER BY ANY ONE OR

MORE OF THE SECURED PARTY OR LENDERS OF THE PROTECTION AFFORDED TO IT BY 12 U.S.C. SEC. 91 OR ANY SUBSTANTIALLY EQUIVALENT STATE LAW; OR (III) LIMIT THE RIGHT OF ANY ONE OR MORE OF THE SECURED PARTY OR THE LENDERS HERETO (A) TO EXERCISE SELF HELP REMEDIES SUCH AS (BUT NOT LIMITED TO) SETOFF, OR (B) TO FORECLOSE AGAINST ANY REAL OR PERSONAL PROPERTY COLLATERAL, OR (C) TO OBTAIN FROM A COURT PROVISIONAL OR ANCILLARY REMEDIES SUCH AS (BUT NOT LIMITED TO) INJUNCTIVE RELIEF, WRIT OF POSSESSION OR THE APPOINTMENT OF A RECEIVER. THE SECURED PARTY, ON BEHALF OF THE LENDERS MAY EXERCISE SUCH SELF HELP RIGHTS, FORECLOSE UPON SUCH PROPERTY, OR OBTAIN SUCH PROVISIONAL OR ANCILLARY REMEDIES BEFORE, DURING OR AFTER THE PENDENCY OF ANY ARBITRATION PROCEEDING BROUGHT PURSUANT TO THIS AGREEMENT. NEITHER THE EXERCISE OF SELF HELP REMEDIES NOR THE INSTITUTION OR MAINTENANCE OF AN ACTION FOR FORECLOSURE OR PROVISIONAL OR ANCILLARY REMEDIES SHALL CONSTITUTE A WAIVER OF THE RIGHT OF ANY PARTY, INCLUDING THE CLAIMANT IN ANY SUCH ACTION, TO ARBITRATE THE MERITS OF THE CONTROVERSY OR CLAIM OCCASIONING RESORT TO SUCH REMEDIES.

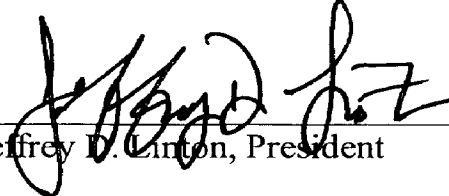
SECTION 25. EXISTING TRADEMARK ASSIGNMENT. PURSUANT TO A CERTAIN ASSIGNMENT AGREEMENT DATED JULY 3, 1996 (THE "ASSIGNMENT") EXECUTED BY SEROLOGICALS, INC. ("SEROLOGICALS") IN FAVOR OF ROYALTY COMPANY, SEROLOGICALS ASSIGNED TO ROYALTY COMPANY ALL OF SEROLOGICALS' RIGHT, TITLE AND INTEREST IN AND TO THE PROPERTY DESCRIBED ON SCHEDULE 1 ATTACHED HERETO AS BEING OWNED BY ROYALTY COMPANY (THE "EXISTING COLLATERAL"), WHICH ASSIGNMENT WAS FORWARDED TO THE UNITED STATES PATENT AND TRADEMARK OFFICE (THE "PTO") FOR RECORDATION ON OCTOBER 16, 1997. EACH DEBTOR ACKNOWLEDGES THAT THE EXISTING COLLATERAL WAS AT THE TIME OF SUCH TRANSFER SUBJECT TO A LIEN (THE "EXISTING LIEN") IN FAVOR OF BANK OF AMERICA CREATED PURSUANT TO THE TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT DATED AS OF JUNE 29, 1994 IN FAVOR OF BANK OF AMERICA, RECORDED ON JULY 12, 1994 AT REEL 1181, FRAME 319 OF THE PTO, AS AMENDED BY THAT CERTAIN FIRST AMENDMENT TO TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT DATED AS OF DECEMBER 21, 1994 BETWEEN SEROLOGICALS AND BANK OF AMERICA, RECORDED ON JANUARY 17, 1995 AT REEL 1275, FRAME 286 OF THE PTO, AS AMENDED BY THAT CERTAIN SECOND AMENDMENT TO TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT DATED AS OF JULY 20, 1995 BETWEEN SEROLOGICALS AND BANK OF AMERICA, WHICH WAS RECORDED ON JULY 25, 1995 AT REEL 1374, FRAME 0561 OF THE PTO, AS AMENDED AND RESTATED PURSUANT TO THAT CERTAIN SECOND AMENDED AND RESTATED TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT DATED AS OF SEPTEMBER 28, 1999 AT REEL 2013,

FRAME 0235 OF THE PTO. THE PARTIES DO NOT INTEND THIS TRADEMARK ASSIGNMENT NOR THE TRANSACTIONS CONTEMPLATED HEREBY TO EFFECT A RELEASE OF THE EXISTING LIEN, NOR TO AFFECT THE PERFECTION OR PRIORITY OF THE EXISTING LIEN IN ANY OF THE EXISTING COLLATERAL IN ANY WAY WHATSOEVER.

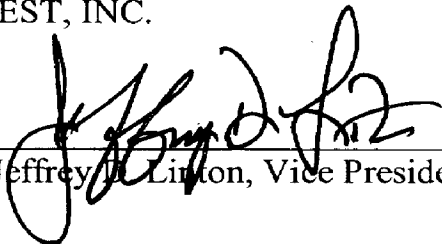
[Signatures on Following Pages]

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Third Amended and Restated Trademark Collateral Assignment and Security Agreement under seal as of the date and year first written above.

SEROLOGICALS ROYALTY COMPANY

By: 
Jeffrey D. Linton, President

SEROCOR INCORPORATED
BIOVEST, INC.

By: 
Jeffrey D. Linton, Vice President

INTERGEN DISCOVERY PRODUCTS, LLC

By: David A. Dodd
David A. Dodd, Manager

By: Harold W. Ingalls
Harold W. Ingalls, Manager

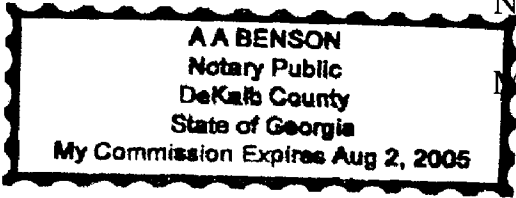
By: Jeffrey D. Ginton
Jeffrey D. Ginton, Manager

STATE OF GEORGIA)
) SS
COUNTY OF FULTON)

The foregoing Third Amended and Restated Trademark Collateral Assignment and Security Agreement was executed and acknowledged before me as of April 22, 2002, by Jeffrey D. Linton, personally known to me to be the President of Serologicals Royalty Company and Vice President of Serocor Incorporated and Biovest, Inc. and David A. Dodd, Harold W. Ingalls, and Jeffrey D. Linton, the Managers of Intergen Discovery Products, LLC on behalf of such entity.

AA Benson

Notary Public



My commission expires: 8/2/05

(NOTARIAL SEAL)

[Acceptance on Next Page]

Accepted and agreed to as of the date
first written above.

BANK OF AMERICA, N.A.,
as Agent

By: *Kristine Thennes*
Name: KRISTINE THENNES
Title: Vice President

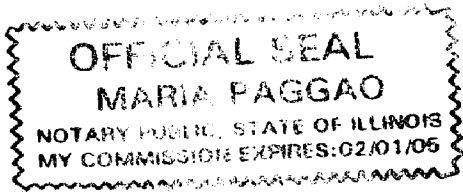
STATE OF ILLINOIS)
) ss
COUNTY OF COOK)

The foregoing Third Amended and Restated Trademark Collateral Assignment
and Security Agreement was executed before me as of April 23, 2002, by
Kristine Thennes, personally known to me to be the
VICE PRESIDENT of Bank of America, N.A., on behalf of such
entity.

Maria Paggao
Notary Public

My commission expires: 2/1/05

(NOTARIAL SEAL)



Schedule 1

Trademark Collateral

Serologicals Royalty Company

<u>Trademark</u>	<u>Registration or Application Number</u>	<u>Registration or Filing Date</u>	<u>Country of Registration</u>
PENTEX	512,122	12/12/91	Australia
BIOSCOT	353,656	11/25/98	European Community
BIOSCOT	1,144,096	4/9/99	European Community
CREATING A HEALTHIER WORLD	1,144,070	4/9/99	European Community
MONOSERA	353,714	5/22/98	European Community
PENTEX	001142678	7/10/01	European Community
SEROLOGICALS	353,722	3/22/99	European Community
Serologicals Blood Drop and Heads Design	1,144,120	10/3/00	European Community
EX-CYTE	1,595,335	6/1/90	France
PENTEX	1,595,345	6/1/90	France
EX-CYTE	2,100,686	7/3/96	Germany
PENTEX	1,189,939	3/14/94	Germany
EX-CYTE	551138	10/16/91	Italy
PENTEX	600,362	7/12/93	Italy
BIOSCOT	2,536,890	2/5/02	U.S.
BIOSCOT	2,355,538	6/6/00	U.S.
CREATING A HEALTHIER WORLD	1,853,927	9/13/94	U.S.

<u>Trademark</u>	<u>Registration or Application Number</u>	<u>Registration or Filing Date</u>	<u>Country of Registration</u>
CREATING A HEALTHIER WORLD	2,346,891	5/2/00	U.S.
EX-CYTE	1,805,674	11/23/93	U.S.
FIRST TIME QUALITY	78/091,350	11/1/01	U.S.
MOD-U-CYTE	1,310,621	12/25/84	U.S.
MONOSERA	76/051,583	5/18/00	U.S.
PATH-O-CYTE	701,172	7/19/60	U.S.
PENTEX	660,021	4/1/58	U.S.
PENTEX	602,094	2/15/55	U.S.
SERAMED	75/170,442	9/23/96	U.S.
SERAMED	76/188,784	1/2/01	U.S.
Seramed's Human Figures and Blood Drop Design	76/051,871	5/18/00	U.S.
Seramed's Human Figures and Blood Drop Design	2,168,874	6/30/98	U.S.
SEROLOGICALS	2,050,106	4/8/97	U.S.
SEROLOGICALS	2,104,649	10/14/97	U.S.
SEROLOGICALS	2,048,023	3/25/97	U.S.
Serologicals Blood Drop and Heads Design	1,850,517	8/23/94	U.S.
Serologicals Blood Drop and Heads Design	2,346,900	5/2/00	U.S.
Serologicals Blood Drop and Heads Design	1,853,926	9/13/94	U.S.
EX-CYTE	1,345,074	5/18/90	United Kingdom

<u>Trademark</u>	<u>Registration or Application Number</u>	<u>Registration or Filing Date</u>	<u>Country of Registration</u>
PENTEX	1,428,256	5/12/92	United Kingdom
PENTEX	1,428,255	6/12/92	United Kingdom

Serocor Incorporated

<u>Trademark</u>	<u>Registration or Application Number</u>	<u>Registration or Filing Date</u>	<u>Country of Registration</u>
ADVANCED SEROCONVERSION PANELS	75/553,462	September 15, 1998	U.S.
AMPLIFLUOR	76/028,456	April 18, 2001	U.S.
AMPLIFLUOR	76/028,455	April 18, 2000	U.S.
AMPLIFLUOR	105,496,200	April 12, 2000	Canada
AMPLIFLUOR	1,590,231	April 4, 2000	CTM-Europe
AMPLIFLUOR	4,462,165	April 19, 2000	Japan
APOPNEXIN	2,073,689	March 18, 2000	Argentina
APOPNEXIN	2,073,690	March 18, 2000	Argentina
APOPNEXIN	820,038,415	August 26, 1997	Brazil
APOPNEXIN	820,039,407	August 26, 1997	Brazil
APOPNEXIN	970,042,044	May 5, 1997	China
APOPNEXIN	75/978,176	March 1, 1996	U.S.
APOPNEXIN	730,092	October 10, 1997	Australia
BOLD	76/258,985	May 18, 2001	U.S.
BOVUMINAR (and Design)	2,512,968	March 31, 1993	Japan

<u>Trademark</u>	<u>Registration or Application Number</u>	<u>Registration or Filing Date</u>	<u>Country of Registration</u>
BOVUMINAR	1,693,856	June 16, 1992	U.S.
BOVUMINAR (and Design in Katakana)	2,512,969	March 31, 1993	Japan
CYTOKINE DIRECT	2,187,399	September 8, 1998	U.S.
CYTOKINE TOTAL	2,201,098	November 3, 1998	U.S.
INTERGEN BIODIAGNOSTICS	2,337,648	April 4, 2000	U.S.
INTERGEN DISCOVERY PRODUCTS	2,334,524	March 28, 2000	U.S.
INTERGEN LOGO	47,578,693	July 9, 1993	France
INTERGEN LOGO	2,070,327	July 7, 1994	Germany
INTERGEN LOGO	3,140,411	April 30, 1996	Japan
INTERGEN LOGO	1,632,808	January 29, 1991	U.S.
INTERGEN LOGO	414,425	July 2, 1993	Switzerland
INTERGEN NEO1 (also in Katakana)	2,587,853	October 29, 1993	Japan
LIPOCELL	1,833,055	April 26, 1994	U.S.
PUTTING DISCOVERY IN A WHOLE NEW LIGHT	2,359,219	June 20, 2000	U.S.
REHATUIN (and design)	2,512,966	March 31, 1993	Japan
REHATUIN	1,649,862	July 9, 1991	U.S.
REHATUIN (and design and in Katakana)	2,512,967	March 31, 1993	Japan

<u>Trademark</u>	<u>Registration or Application Number</u>	<u>Registration or Filing Date</u>	<u>Country of Registration</u>
THE HEART OF DIAGNOSTICS AND RESEARCH	2,363,923	July 4, 2000	U.S.
TM BLUE	2,413,650	December 19, 2000	U.S.
WHERE THE SCIENCES COME TO LIFE	955,989	March 10, 2000	CTM-Europe
WHERE THE SCIENCES COME TO LIFE	2,271,575	August 24, 1999	U.S.
WHERE THE SCIENCES COME TO LIFE	123,126		Israel
WHERE THE SCIENCES COME TO LIFE	461,598	December 2, 1998	Switzerland
WHERE THE SCIENCES COME TO LIFE	1,002,298	December 2, 1990	Switzerland

Biovest, Inc.

<u>Trademark</u>	<u>Registration or Application Number</u>	<u>Registration or Filing Date</u>	<u>Country of Registration</u>
AP PURPLE	1,774,802	June 8, 1993	U.S.
OPTI-MIST	1,666,413	December 3, 1991	U.S.

Intergen Discovery Products, LLC

<u>Trademark</u>	<u>Registration or Application Number</u>	<u>Registration or Filing Date</u>	<u>Country of Registration</u>
APOPNEXIN	448,936	October 20, 1998	CTM-Europe
APOPNEXIN	TMA525,803	March 27, 2000	Canada

<u>Trademark</u>	<u>Registration or Application Number</u>	<u>Registration or Filing Date</u>	<u>Country of Registration</u>
APOPNEXIN (and design)	4,276,073	May 28, 1999	Japan
APOPNEXIN (and design)	4,276,074	May 28, 1999	Japan
APOPTAG	1,908,017	August 1, 1995	U.S.
APOPTEST	2,110,785	November 4, 1997	U.S.
CPG WIZ	2,290,420	November 2, 1999	U.S.
CPG WIZ	TMA543,997	April 23, 2001	Canada
CPG WIZ	658,609	February 27, 2001	CTM-Europe
CPG WIZ (and design)	4,428,803	October 27, 2000	Japan
HYBRISOL	1,450,227	August 4, 1987	U.S.
SURE BLOT	1,754,716	March 2, 1993	U.S.
TRAPEZE	2,104,186	October 7, 1997	U.S.
TRAPEZE	434,779	May 25, 1998	CTM-Europe
TRAPEZE (and design)	4,175,692	August 7, 1998	Japan
TRAPEZE	4,175,691	August 7, 1998	Japan

Schedule 5

License and Royalty Agreements

None.