

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Kamada Ltd.		12/03/2008	CORPORATION:
RECEIVING PARTY DATA			
Name:	Hercules Technology Growth Capital, Inc.		
Street Address:	400 Hamilton Avenue, Suite 310		
City:	Palo Alto		
State/Country:	CALIFORNIA		
Postal Code:	94301		
Entity Type:	CORPORATION:		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	78800023	RESPIKAM	
Serial Number:	78972587	KAMRAB	
CORRESPONDENCE DATA			
Fax Number:	(866)369-2815		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	847-542-1858		
Email:	ebagarella@herculestech.com		
Correspondent Name:	Eileen Bagarella		
Address Line 1:	934 Church Street		
Address Line 4:	Elmhurst, ILLINOIS 60126		
NAME OF SUBMITTER:	Eileen M. Bagarella		
Signature:	/s/Eileen M. Bagarella		
Date:	01/30/2009		

OP \$65.00 78800023

Total Attachments: 5

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**TRADEMARK
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**COLLATERAL GRANT OF SECURITY
INTEREST IN TRADEMARKS**

This Collateral Grant of Security Interest in Trademarks (this "Agreement") is made on this 3rd day of December, 2008, by Kamada Ltd., an Israeli Public Company ("Grantor"), for the benefit of Hercules Technology Growth Capital, Inc., a Maryland corporation ("Grantee").

WHEREAS, Grantor owns an interest in the trademarks and applications for patents, and is a party to the patent licenses listed on Schedule A;

WHEREAS, pursuant to that certain Loan and Security Agreement dated as of January 24, 2008 and Amendment No. 1 to the Loan and Security Agreement dated November 16, 2008 and related Promissory Note (collectively, the "Loan Agreement"), Grantor has granted to Grantee a security interest in all of Grantor's assets, including all right, title and interest of Grantor in, to and under all of Grantor's Trademarks, Trademark Licenses, and applications for Trademarks (each as defined in the Loan Agreement), and all renewals thereof, in each case whether presently existing or hereafter arising or acquired, to secure the payment of all the Secured Obligations (as defined in the Loan Agreement).

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Grant of Security Interest in Intellectual Property Collateral. To secure the prompt and complete payment, performance and observance of the Secured Obligations, Grantor hereby grants to Grantee a continuing security interest in all of Grantor's now existing or hereafter acquired right, title, and interest in all of the following (all of the following items or types of property being herein collectively referred to as the "Intellectual Property Collateral"), whether now existing or hereafter arising:

(i) all Trademarks, Trademark Licenses, and applications for Trademarks, including those listed on Schedule A;

(ii) all proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

2. Authorization. Grantor hereby authorizes Grantee to file this Agreement with the U.S. Patent and Trademark Office and take any other actions necessary to enable Grantee to perfect its security interest in the Intellectual Property Collateral. Grantor hereby authorizes and requests that the Commissioner of Patents and Trademarks record this Agreement and the interests herein granted.

3. Security for Obligations. The security interest in the Intellectual Property Collateral is granted to secure the Secured Obligations under and pursuant to the Loan Agreement, and other Loan Documents (as defined in the Loan Agreement). Grantor does hereby further acknowledge and affirm that the rights and remedies of Grantee with respect to the security interest in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Loan Agreement and other Loan Documents, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. All capitalized terms and rules of construction used herein but not defined or established herein shall be applied herein as defined or established in the Loan Agreement.

Notwithstanding the aforesaid, the Grantor shall be entitled to grant license rights under commercially reasonable terms with respect to the Intellectual Property Collateral or any part thereof, other than a grant of an exclusive, which is not limited to a defined territory, non-terminable right to use or commercialize for the licensee's own account the Intellectual Property Collateral (or any part thereof) or any other license or the like agreement which has the effect or substantially the effect of transfer or assignment of ownership title to the Intellectual Property Collateral (or any part

thereof). In any event, any such license shall not include any transfer or conditional transfer of ownership title in the Intellectual Property Collateral (or any part thereof) from the Grantor to any third party, and shall be subject to the terms herein.

4. Governing Law; Jurisdiction. This Agreement shall be deemed made and accepted in and shall be governed by and construed in accordance with the laws of the State of Israel is without regard to the conflicts of law principles hereof, and (where applicable) the laws of the United States of America. Each of Grantor and Grantee hereby submits to the exclusive jurisdiction and venue of the courts located in the City of Tel-Aviv- Jaffa.

5. Further Assurances. At any time and from time to time, upon the written request of Grantee, and at the sole expense of Grantor, Grantor will promptly and duly execute and deliver such further instruments and documents and take such further action as Grantee may request for the purpose of enabling Grantee to perfect or preserve its security interest in the Intellectual Property Collateral, including, without limitation, the filing by Grantee of any additional, supplemental, or amended Collateral Grant of Security Interest of Trademarks with the U.S. Patent and Trademark Office, or the filing by Grantee of any financing statements or continuation statements under the Uniform Commercial Code in effect in any jurisdiction with respect to the Liens created hereby or in the Loan Agreement.

6. Grantee's Right to Sue. From and after the occurrence and during the continuance of an Event of Default under the Loan Agreement, subject to the terms of the Loan Agreement, Grantee shall have the right, but shall in no way be obligated, to bring suit in its own name against any third parties to enforce Grantee's interests in and to the Intellectual Property Collateral, and, if Grantee shall commence any such suit, Grantor shall, at the request of Grantee, do any and all lawful acts and execute and deliver any and all proper documents, instruments or information that may be necessary or desirable to aid Grantee in such enforcement and Grantor shall promptly, upon demand, reimburse and indemnify Grantee for all costs and expenses, including reasonable attorneys' fees, incurred by Grantee in the exercise of the foregoing rights. Any recovery from such suits shall be applied by Grantee in the order or priorities set forth in the Loan Agreement.

7. Modification. This Agreement cannot be altered, amended or modified in any way, except as specifically provided by a writing signed by Grantor and Grantee.

8. Binding Effect. This Agreement shall be binding upon Grantor and its respective successors and assigns, and shall inure to the benefit of Grantee, its nominees and assigns.

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thereof). In any event, any such license shall not include any transfer or conditional transfer of ownership title in the Intellectual Property Collateral (or any part thereof) from the Grantor to any third party, and shall be subject to the terms herein.

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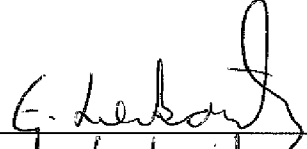
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IN WITNESS WHEREOF, Grantor has duly executed this Collateral Grant of Security Interest in Trademarks as of the date first set forth above.

Grantor:

KAMADA LTD.

Signature: _____



Print Name: _____

Eyal Leibovitz

Title: _____

CFO

SCHEDULE A

TRADEMARKS

<u>TRADEMARK DESCRIPTION</u>	<u>COUNTRY</u>	<u>SERIAL NO.</u>	<u>REG. NO.</u>	<u>STATUS</u>
RESPIKAM - Trade name for AAT	US	78/800023		Allowance
KAMRAB - Trade name for Rabies IgG	US	78/972587		Allowance