

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM549847

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Bank of America, N.A., as Collateral Agent		11/15/2019	National Banking Association: UNITED STATES

RECEIVING PARTY DATA

Name:	GRIFOLS SHARED SERVICES NORTH AMERICA, INC.
Street Address:	2410 Lillyvale Avenue
City:	Los Angeles
State/Country:	CALIFORNIA
Postal Code:	90032-3514
Entity Type:	Corporation: VIRGINIA
Name:	GRIFOLS THERAPEUTICS LLC (formerly known as Grifols Therapeutics, Inc.)
Street Address:	2410 Lillyvale Avenue
Internal Address:	c/o Grifols Shared Services North America, Inc.
City:	Los Angeles
State/Country:	CALIFORNIA
Postal Code:	90032-3514
Entity Type:	Limited Liability Company: DELAWARE
Name:	GRIFOLS BIOLOGICALS LLC (formerly known as Grifols Biologicals, Inc.)
Street Address:	5555 Valley Boulevard
City:	Los Angeles
State/Country:	CALIFORNIA
Postal Code:	90032
Entity Type:	Limited Liability Company: DELAWARE
Name:	BIOMAT USA, INC.
Street Address:	2410 Lillyvale Avenue
City:	Los Angeles
State/Country:	CALIFORNIA
Postal Code:	90032-3514
Entity Type:	Corporation: DELAWARE
Name:	GRIFOLS DIAGNOSTIC SOLUTIONS INC.

TRADEMARK

Street Address:	4560 Horton Street
City:	Emeryville
State/Country:	CALIFORNIA
Postal Code:	94608-2916
Entity Type:	Corporation: DELAWARE
Name:	GRIFOLS WORLDWIDE OPERATIONS USA, INC.
Street Address:	1311 Temple Avenue
City:	City of Industry
State/Country:	CALIFORNIA
Postal Code:	91746-1510
Entity Type:	Corporation: DELAWARE
Name:	GRIFOLS USA, LLC
Street Address:	2410 Lillyvale Avenue
City:	Los Angeles
State/Country:	CALIFORNIA
Postal Code:	90032-3514
Entity Type:	Limited Liability Company: FLORIDA

PROPERTY NUMBERS Total: 26

Property Type	Number	Word Mark
Registration Number:	665653	PLASMANATE
Registration Number:	779760	GAMIMUNE
Registration Number:	819792	PLASMANATE
Registration Number:	836220	HYPER-TET
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
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:	3506423	TALECRIS BIOTHERAPEUTICS
Registration Number:	3386265	TALECRIS BIOTHERAPEUTICS
Registration Number:	3206857	HYPERRAB

Property Type	Number	Word Mark
Registration Number:	3206858	HYPERRHO
Registration Number:	3202846	HYPERTET
Registration Number:	3197566	HYPERHEP B
Registration Number:	3199710	GAMASTAN
Registration Number:	3979311	GAMUNEX-C
Registration Number:	4204712	PROLASTIN C
Registration Number:	4311627	GAMUNEX CONNEXIONS

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: 5

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- source=9. Grifols 2019 -- Release of Security Interest in Trademarks (Executed) - BOFA#page2.tif
- source=9. Grifols 2019 -- Release of Security Interest in Trademarks (Executed) - BOFA#page3.tif
- source=9. Grifols 2019 -- Release of Security Interest in Trademarks (Executed) - BOFA#page4.tif
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Release of Security Interest in Trademarks

This **Release of Security Interest in Trademarks**, dated as of November 15, 2019 (this “Release”), is made by BANK OF AMERICA, N.A., as collateral agent for the Secured Parties (in such capacity, the “Collateral Agent”) in favor of GRIFOLS SHARED SERVICES NORTH AMERICA, INC., a Virginia corporation, GRIFOLS THERAPEUTICS LLC (formerly known as Grifols Therapeutics, Inc.), a Delaware limited liability company, GRIFOLS BIOLOGICALS LLC (formerly known as Grifols Biologicals, Inc.), a Delaware limited liability company, BIOMAT USA, INC., a Delaware corporation, GRIFOLS DIAGNOSTIC SOLUTIONS INC., a Delaware corporation, GRIFOLS WORLDWIDE OPERATIONS USA, INC., a Delaware corporation, and GRIFOLS USA, LLC, a Florida limited liability company (each a “Grantor” and collectively the “Grantors”). For purposes of this Release, the “Secured Parties” shall have the meaning assigned in that certain U.S. Pledge and Security Agreement, dated as of January 31, 2017 entered into by the Grantors in favor of the Collateral Agent (as amended, restated, or modified from time to time).

WHEREAS, pursuant to that certain related Trademark Security Agreement, dated as of January 31, 2017 (as amended, restated, or modified from time to time, the “Trademark Security Agreement”), which Trademark Security Agreement was recorded with the United States Patent and Trademark Office on February 8, 2017 at Reel 5984 Frame 0356, the Grantors granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in and continuing lien on all of such Grantors’ right, title and interest in, to and under the Trademark Collateral (as defined in the Trademark Security Agreement), including, without limitation, those trademarks listed on Schedule I hereto; and

WHEREAS, the Grantors have requested that the Collateral Agent release, discharge, terminate and cancel its lien on and security interest in and to the Trademark Collateral (as defined in the Trademark Security Agreement) , including, without limitation, the trademarks set forth on Schedule I hereto;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Collateral Agent, on behalf of the Secured Parties, does hereby consent and agree as follows:

The Collateral Agent, on behalf of the Secured Parties, their successors, legal representatives and assigns, hereby unconditionally and irrevocably (a) releases, discharges, terminates and cancels any and all of its security interest in and to the Trademark Collateral (as defined in the Trademark Security Agreement), including, without limitation, 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 I 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

[Release of Security Interest in Trademarks]

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, (b) agrees that any and all right, title and interest of the Collateral Agent in, to or under the Trademark Collateral (as defined in the Trademark Security Agreement) shall hereby terminate, cease and become void, and (c) assigns, transfers and conveys to Grantors any and all right, title and interest it may have in, to and under the Trademark Collateral (as defined in the Trademark Security Agreement).

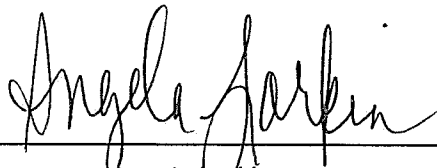
The Collateral Agent authorizes and requests that the Commissioner for Trademarks of the United States Patent and Trademark Office, and any other applicable government officer or authority, record this Release.

The Collateral Agent agrees to take all further actions, and provide the Grantors with any information, cooperation and assistance, including, without limitation, the execution and delivery of any and all further instruments, authorizations, documentation and release forms as any Grantor or its successor, assign or legal representative may reasonably request to confirm, effectuate and record this Release and the termination, cancellation and release of the security interest and any right, title or interest of the Collateral Agent in, to or under the Trademark Collateral (as defined in the Trademark Security Agreement) at Grantors' sole cost and expense.

This Release and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

[Signature page follows]

**BANK OF AMERICA, N.A., AS COLLATERAL
AGENT**

By: 
Name: Angela Larkin
Title: Vice President

[Release of Security Interest in Trademarks]

Schedule I

Mark	Serial No.	Filing Date	Reg. No.	Reg. Date
PLASMANATE	72039861	Oct. 31, 1957	665653	Aug. 12, 1958
GAMIMUNE	72186850	Feb. 17, 1964	779760	Nov. 10, 1964
PLASMANATE	72228655	Sept. 27, 1965	819792	Dec. 6, 1966
HYPER-TET	72254919	Sept. 22, 1966	836220	Oct. 3, 1967
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	Nov. 3, 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
TALECRIS BIOTHERAPEUTICS	78551989	Jan. 21, 2005	3506423	Sept. 23, 2008
TALECRIS BIOTHERAPEUTICS	78552030	Jan. 21, 2005	3386265	Feb. 19, 2008
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
HYPHERP B	78622916	May 4, 2005	3197566	Jan. 9, 2007

Mark	Serial No.	Filing Date	Reg. No.	Reg. Date
GAMASTAN	78627286	May 11, 2005	3199710	Jan. 16, 2007
GAMUNEX-C	85011751	April 12, 2010	3979311	June 14, 2011
PROLASTIN C	85411813	Aug. 31, 2011	4204712	Sept. 11, 2012
GAMUNEX CONNEXIONS	85525644	Jan. 26, 2012	4311627	April 2, 2013