

5-29-03

05-29-2003

Form PTO-1595
(Rev. 10/02)
OMB No. 0651-0027 (exp. 6/30/2005)

R



HEET

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

102459336

Tab settings →

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

1. Name of conveying party(ies):

Serocor Incorporated
(Delaware Corporation)

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

3. Nature of conveyance:

- ☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Other _____

Execution Date: April 7, 2003

2. Name and address of receiving party(ies):

Name: UBS AG, Stamford Branch, as Administrative Agent

Internal Address: _____

Street Address: 677 Washington BoulevardCity: Stamford State: CT ZIP: 06901Additional name(s) & addresses attached? ☐ Yes ☒ No

4. Application number(s) or patents number(s):

If this document is being filed together with a new application, the execution date of the application is: _____

A. Patent Application No.(s)

09/355,349 ; 60/242,672 ; 09/701,394 ; 09/983,520

B. Patent No.(s) 6,072,086 ; 6,090,552 ; 6,117,635 ; 6,117,986 ;
6,531,581 ; 5,866,336 ; 6,319,683 ; PCT/US99/13107 ;
PCT/US99/12799 ; PCT/US98/17122 ; PCT/US98/26432 ;
PCT/US97/21271 ; PCT/US98/03147 ; PCT/US97/06196 ;
PCT/US97/12315 ; PCT/US01/32630

Additional number(s) attached? ☐ Yes ☒ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Robyn Rahbar, Esq.Internal Address: Simpson Thacher & Bartlett5/29/2003 T01A21 00000057 09355349FC:021 800.00 BPStreet Address: 425 Lexington AvenueCity: New York State: NY ZIP: 10017

6. Total number of applications and patents involved: _____

20

7. Total fee (37 CFR 3.41): _____ \$ 800.00

- ☐ Enclosed
☒ Authorized to be charged to ~~deposit account~~ credit card

8. Deposit account number: _____

(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.

Robyn Rahbar, Esq.

Name of Person Signing

Signature

5/29/03

Date

Total number of pages including cover sheet, attachments, and documents: _____

9

00 P:

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

PATENT
REEL: 014102 FRAME: 0284

GRANT OF
SECURITY INTEREST IN PATENT RIGHTS

THIS GRANT OF SECURITY INTEREST IN PATENT RIGHTS

("Agreement"), dated as of April 7, 2003 is made by SEROCOR INCORPORATED, a Delaware corporation (the "Obligor"), in favor of UBS AG, STAMFORD BRANCH, a company organized under the laws of Switzerland, as Administrative Agent (the "Agent") for the several banks and other financial institutions (the "Lenders"), parties to the Credit Agreement, dated as of April 7, 2003 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Serologicals Corporation, a Delaware corporation and parent of Obligor ("Borrower"), the Lenders, the Agent, UBS Warburg LLC, as Arranger, and others.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make Loans and other extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Credit Agreement, the Obligor and certain other subsidiaries of the Borrower have executed and delivered a Guarantee and Collateral Agreement, dated as of April 7, 2003 in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Guarantee and Collateral Agreement"); and

WHEREAS, pursuant to the Guarantee and Collateral Agreement, the Obligor pledged and granted to the Agent for the benefit of the Agent and the Lenders a continuing security interest in all Intellectual Property, including the Patents; and

WHEREAS, Obligor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans and other financial accommodations to the Borrower pursuant to the Credit Agreement, the Obligor agrees, for the benefit of the Agent and the Lenders, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Guarantee and Collateral Agreement.

SECTION 2. Grant of Security Interest. The Obligor hereby pledges and grants a continuing security interest in, and a right of setoff against, and effective upon demand made upon the occurrence and during the continuance of an Event of Default assigns, transfers and conveys, the Patents (including, without limitation, those items listed on Schedule A hereto), to the Agent for the benefit of the Agent and the Lenders to secure payment, performance and observance of the Obligations.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Obligor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Lenders in connection with the Guarantee and Collateral Agreement and is expressly subject to the terms and conditions thereof. The Guarantee and Collateral Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Obligor does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Patents granted hereby are more fully set forth in the Credit Agreement and the Guarantee and Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

SEROCOR INCORPORATED

By: 

Name: Harold W. Ingalls

Title: Treasurer

UBS AG, STAMFORD BRANCH
as Administrative Agent for the Lenders

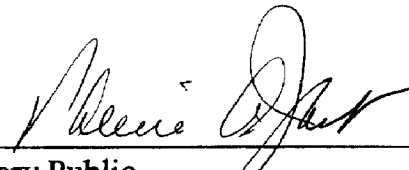
By: _____

Name:

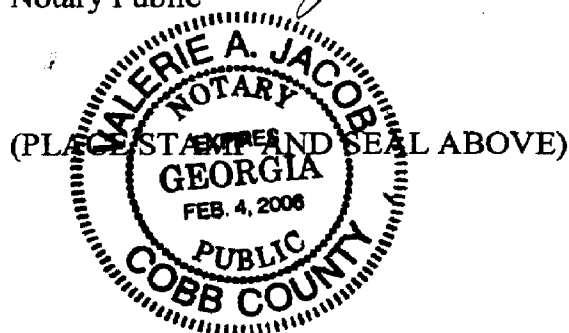
Title:

STATE OF Georgia)
COUNTY OF Fulton) ss

On the ____ day of April, 2003, before me personally came Narold W. Ingalls, who is personally known to me to be the Treasurer of Serocor Incorporated, a Delaware corporation; who, being duly sworn, did depose and say that she/he is the Treasurer in such corporation, the corporation described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the Board of Directors of such corporation; and that she/he acknowledged said instrument to be the free act and deed of said corporation.



Notary Public




SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.


IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

SEROCOR INCORPORATED

By: _____
 Name:
 Title:

UBS AG, STAMFORD BRANCH
 as Administrative Agent for the Lenders

By: 
 Name: Duke Goldsworthy
 Title: Associate Director
 Banking Products Services, US

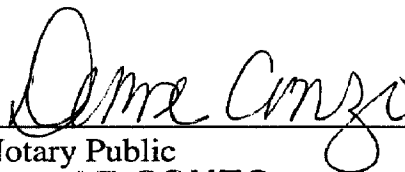
By: 
 Name: Wilfred
 Title: Associate Director
 Banking Products Services, US

STATE OF

COUNTY OF

CT
Fairfield } ss
17th

On the 17th day of April, 2003, before me personally came
Luke G. Gossweithy and Wilfred V. Saint, who are personally known to me to be
the A.D. and A.D., respectively, of UBS AG, Stamford
Branch, a company organized under the laws of Switzerland; each, who, being duly sworn, did
depose and say that she/he is the A.D. or A.D. in such
company, the company described in and which executed the foregoing instrument; that each of
she/he executed and delivered said instrument pursuant to authority given by the Board of
Directors of such company; and that each of she/he acknowledged said instrument to be the free
act and deed of said company.



Notary Public

DENISE CONZO

NOTARY PUBLIC

MY COMMISSION EXPIRES JUNE 30, 2003

(PLACE STAMP AND SEAL ABOVE)

PATENT

REEL: 014102 FRAME: 0290

SCHEDULE A**U.S. Patents Registrations and Applications**

<u>Patent</u>	<u>Patent or Application Number</u>
Method And Composition For Controlling Formaldehyde Fixation By Delayed Quenching	6,072,086
Nucleic Acid Amplification Oligonucleotides With Molecular Energy Transfer Labels And Methods Based Thereon	6,090,552
Nucleic Acid Amplification Oligonucleotides With Molecular Energy Transfer Labels And Methods Based Thereon	6,117,635
Pyrimidines Linked To A Quencher	6,117,986
Purines And Pyrimidines Linked To A Quencher	6,531,581
Nucleic Acid Amplification Oligonucleotides With Molecular Energy Transfer Labels And Methods Based Thereon	5,866,336
Pyrimidines Linked To A Quencher	PCT/US99/13107
Multi-Florescent Hairpin Energy Transfer Oligonucleotides	PCT/US99/12799
Method To Assay Enzymatic Covalent Bond Formation And Cleavage	PCT/US98/17122
Method And Composition For Controlling Formaldehyde Fixation By Delayed Quenching	6,319,683
Detection Of Targets With Green Fluorescent Protein And Fluorescent Varients Thereof	09/355,349
Method For Detecting Apoptosis Using Fret Labeled Oligonucleotides	PCT/US98/26432
Assay For Detecting Apoptotic Cells	PCT/US97/21271
Method For Detecting Single Nucleotide Polymorphisms	60/242,672
Detection Of Targets With Green Fluorescent Protein And Fluorescent Variants Thereof	PCT/US98/03147
Method And Composition For Controlling Formaldehyde Fixation Delayed Quenching	PCT/US97/06196
Nucleic Acid Amplification Oligonucleotides With Molecular Energy Transfer Labels And methods Based Thereon	PCT/US97/12315
Multi-Florescent Hairpin Energy Transfer Oligonucleotides	09/701,394

Method of Detecting Single Nucleotide Polymorphisms	09/983,520
Method for Detecting Single Nucleotide Polymorphisms	PCT/US01/32630