

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Execution Date
Serocor Incorporated	10/14/2004

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, as Administrative Agent
Street Address:	P.O. Box 2558
City:	Houston
State/Country:	TEXAS
Postal Code:	77252

PROPERTY NUMBERS Total: 12

Property Type	Number
Patent Number:	5866336
Patent Number:	6117635
Patent Number:	6090552
Patent Number:	6117986
Patent Number:	6768000
Patent Number:	6531581
Patent Number:	6319683
Patent Number:	6072086
Patent Number:	5013646
Patent Number:	5006461
Application Number:	09983520
Application Number:	09355349

CORRESPONDENCE DATA

Fax Number: (212)455-2502

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

PATENT

500015922

REEL: 015494 FRAME: 0368

OP \$480.00 5866336

Phone: (212) 455-2254
Email: ksolomon@stblaw.com
Correspondent Name: Robyn Rahbar, Esq
Address Line 1: Simpson Thacher & Bartlett LLP
Address Line 2: 425 Lexington Avenue
Address Line 4: New York, NEW YORK 10017

NAME OF SUBMITTER:

Robyn Rahbar

Total Attachments: 6

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GRANT OF
SECURITY INTEREST IN PATENT RIGHTS

THIS GRANT OF SECURITY INTEREST IN PATENT RIGHTS ("Agreement"), dated as of October 14, 2004 is made by SEROCOR INCORPORATED, a Delaware corporation (the "Obligor"), in favor of JPMORGAN CHASE BANK, a New York banking corporation, as Administrative Agent (the "Agent") for the several banks and other financial institutions (the "Lenders"), parties to the Serologicals Corporation Credit Agreement, dated as of October 14, 2004 (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, LaSalle Bank National Association, as Documentation Agent, and Bank of America, N.A., as Syndication Agent. Capitalized terms not defined herein shall have the meanings ascribed to them in the Credit Agreement.

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 October 14, 2004, 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");

WHEREAS, pursuant to the Guarantee and Collateral Agreement, 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, 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. 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.

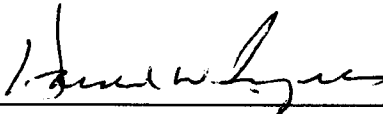
SECTION 3. Purpose. This Agreement has been executed and delivered by Obligor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Lenders in connection with the Guarantee and 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. 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: Vice President

JP MORGAN CHASE BANK,
as Administrative Agent for the Lenders

By: _____

Name:

Title:

STATE OF

Georgia,

COUNTY OF

Gwinnett) ss
14th

On the 14th day of October, 2004, before me personally came Harold W. Ingalls, who is personally known to me to be the Vice President of Serocor Incorporated., a Delaware corporation; who, being duly sworn, did depose and say that he is the Vice President in such corporation, the corporation described in and which executed the foregoing instrument; that he executed and delivered said instrument pursuant to authority given by the Board of Directors of such corporation; and that he acknowledged said instrument to be the free act and deed of said corporation.

Rosemary J. Hisey
Notary Public
Rosemary J. Hisey
Notary Public, Gwinnett Co., GA
My Commission Expires January 23, 2008

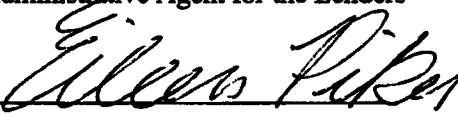
(PLACE STAMP AND SEAL ABOVE)

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:

JPMORGAN CHASE BANK,
as Administrative Agent for the Lenders

By: 
Name:
Title: Eileen W. Piker, VP

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

<u>Patent</u>	<u>Patent or Application Number</u>
Nucleic acid amplification oligonucleotides with molecular energy transfer labels and methods based thereon	5,866,336
Nucleic acid amplification oligonucleotides with molecular energy transfer labels and methods based thereon	6,117,635
Nucleic acid amplification oligonucleotides with molecular energy transfer labels and methods based thereon	6,090,552
Pyrimidines linked to a quencher	6,117,986
Multi-fluorescent hairpin energy transfer oligonucleotides	6,768,000
Purines and pyrimidines linked to a quencher	6,531,581
Method and composition for controlling formaldehyde fixation by delayed quenching	6,319,683
Method and composition for controlling formaldehyde fixation by delayed quenching	6,072,086
TMB formulation for soluble and precipitable HRP-ELISA	5,013,646
TMB formulation for soluble and precipitable HRP-ELISA	5,006,461
Method for detecting single nucleotide polymorphisms	09/983,520
Detection of targets with green fluorescent protein and fluorescent variants thereof	09/355,349

PATENT**RECORDED: 12/29/2004****REEL: 015494 FRAME: 0375**