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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

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

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 Boulevard, City: Stamford, State: CT, ZIP: 06901

- Individual(s) citizenship, Association, General Partnership, Limited Partnership, Corporation-State, Other company organized under the laws of Switzerland

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

Additional name(s) & address(es) attached? Yes No

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

A. Trademark Application No.(s) 76,028,456 ; 75,978,176

B. Trademark Registration No.(s)

2,482,895 ; 2,670,883 ; 2,620,608 ; 1,693,856 ; 2,187,399 ; 2,201,098 ; 2,337,648 ; 2,334,524 ; 1,632,808 ; 1,833,055 ; 2,359,219 ; 2,363,923 ; 2,413,650 ; 2,271,575

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 & Bartlett

Street Address: 425 Lexington Avenue

City: New York, State: NY, ZIP: 10017

6. Total number of applications and registrations involved:

16

7. Total fee (37 CFR 3.41): \$ 415.00

- Enclosed, Authorized to be charged to deposit account credit card

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

FC:8521 40.00 DP, FC:8522 375.00 DP

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

5/28/03 Date

Total number of pages including cover sheet, attachments, and document: 8

GRANT OF  
SECURITY INTEREST IN TRADEMARK RIGHTS

THIS GRANT OF SECURITY INTEREST IN TRADEMARK 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 Borrower, 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 Trademarks; 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 Trademarks (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 Trademarks 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: Harold W. Bergalis  
Name: Harold W. Bergalis  
Title: Treasurer

UBS AG, STAMFORD BRANCH  
as Administrative Agent for the Lenders

By: \_\_\_\_\_  
Name:  
Title:



STATE OF

COUNTY OF

CT  
Fairfield )  
) ss

On the 7<sup>th</sup> day of April, 2003, before me personally came  
Susan Brunner and Barbara Ezeit-momich 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.

Denise Conzo

Notary Public

**DENISE CONZO**  
**NOTARY PUBLIC**  
MY COMMISSION EXPIRES JUNE 30, 2003

(PLACE STAMP AND SEAL ABOVE)

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.

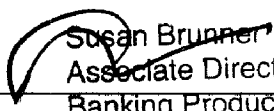
SEROCOR INCORPORATED

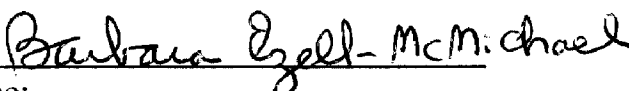
By: \_\_\_\_\_

Name:

Title:

UBS AG, STAMFORD BRANCH  
as Administrative Agent for the Lenders

By:  \_\_\_\_\_  
Name: Susan Brunner  
Associate Director  
Banking Products Services, US  
Title:

By:  \_\_\_\_\_  
Name: Barbara Ezell-McMichael  
Title: Barbara Ezell-McMichael  
Associate Director  
Banking Products Services US

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

<b><u>Trademark</u></b>	<b><u>Registration or Serial Number</u></b>
ADVANCE SEROCONVERSION PANELS	2,482,895
AMPLIFLUOR	76/028,456
AMPLIFLUOR	2,670,883
APOPNEXIN	75/978,176
BOLD	2,620,608
BOVUMINAR	1,693,856
CYTOKINE DIRECT	2,187,399
CYTOKINE TOTAL	2,201,098
INTERGEN BIODIAGNOSTICS	2,337,648
INTERGEN DISCOVERY PRODUCTS	2,334,524
INTERGEN AND DESIGN	1,632,808
LIPOCELL	1,833,055
PUTTING DISCOVERY IN A WHOLE NEW LIGHT	2,359,219
THE HEART OF DIAGNOSTICS AND RESEARCH	2,363,923
TM BLUE	2,413,650
WHERE THE LIFE SCIENCES COME TO LIFE	2,271,575