

5-29-03

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05-29-2003



102459341

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

1. Name of conveying party(ies):
Chemicon International, Inc.

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State (CA)
 Other _____

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

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
 (Designation must be a separate document from Assignment)
 Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: April 7, 2003

4. Application number(s) or registration number(s):
 A. Trademark Application No.(s)
 B. Trademark Registration No.(s)

2,179,152 ; 1,760,855 ; 2,383,152 ; 2,174,958 ; 1,657,895 ; 1,408,103 ; 2,347,079 ; 2,379,303 ; 2,495,316 ; 2,444,114 ; 2,397,907 ; 1,618,385

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: 12

7. Total fee (37 CFR 3.41):\$ 315.00
 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)

FF-8521 40.00 OP
 FF-8522 275.00 OP

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. [Signature] 5/28/03
 Name of Person Signing Signature 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 CHEMICON INTERNATIONAL, INC., a California 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.

CHEMICON INTERNATIONAL, INC.

By: Harold W. Ingalls
Name: Harold W. Ingalls
Title: Vice President

UBS AG, STAMFORD BRANCH
as Administrative Agent for the Lenders

By: _____
Name:
Title:

STATE OF New York)
) ss
COUNTY OF New York)

On the ___ day of April, 2003, before me personally came Harold W. Ingalls, who is personally known to me to be the Vice President of Chemicon International, Inc., a California corporation; who, being duly sworn, did depose and say that she/he is the Vice President 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.

Carroll E Smith
Notary Public
CARROLLE SMITH
NOTARY PUBLIC, State of New York
No. 018M6079992
Qualified in New York County
Commission Expires September 3, 2006
(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.

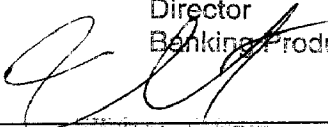
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

CHEMICON INTERNATIONAL, INC.

By: _____
Name:
Title:

UBS AG, STAMFORD BRANCH
as Administrative Agent for the Lenders

By:  _____
Name: Patricia O'Kiki
Title: Director
Banking Products Services

By:  _____
Name: Winita V. Saini
Title: Associate Director
Banking Products
Services

STATE OF CT
COUNTY OF Fairfield ss

On the 7th day of April, 2003, before me personally came
Patricia Kiki and Wilfred Saint, who are personally known to me to be
the Director 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 Director 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
(PLEASE STAMP AND SEAL ABOVE)

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

<u>Trademark</u>	<u>Registration or Serial Number</u>
AQUAGENE	2,179,152
AQUALITE	1,760,855
CHEMFLASH	2,383,152
CHEMICON AND DESIGN	2,174,958
ESGRO	1,657,895
MONOHAEM	1,408,103
IHC SELECT	2,347,079
MITOLIGHT	2,379,303
OLIGODETECT	2,495,316
OMNI-PHOS	2,444,114
QUANTIMATRIX	2,397,907
SILENUS	1,618,385