

Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

**RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY**

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):  
Nabi Biopharmaceuticals

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

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

3. Nature of conveyance:  
 Assignment       Merger  
 Security Agreement       Change of Name  
 Other Supplement to Trademark Security Agreement

Execution Date: November 17, 2003

2. Name and address of receiving party(ies)  
Name: Wells Fargo Foothill, Inc.  
Internal Attn: Business Finance Manager  
Address: 400 North Park Town Center

Street Address: 1000 Abernathy Road, Ste. 145  
City: Atlanta State: GA Zip: 30328

Individual(s) citizenship  
 Association  
 General Partnership  
 Limited Partnership  
 Corporation-State California  
 Other

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)  
Additional name(s) & address(es) attached?  Yes  No

4. Application number(s) or registration number(s):  
A. Trademark Application No.(s) \_\_\_\_\_  
\_\_\_\_\_

B. Trademark Registration No.(s) 1,495,603  
\_\_\_\_\_

Additional number(s) attached  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:  
Name: David Postolski  
Internal Address: Schulte, Roth & Zabel LLP  
\_\_\_\_\_

Street Address: 919 Third Avenue  
\_\_\_\_\_


City: New York State: NY Zip: 10022

6. Total number of applications and registrations involved:

7. Total fee (37 CFR 3.41) \$ 40  
 Enclosed  
 Authorized to be charged to deposit account

8. Deposit account number:  
500675 - Schulte Roth & Zabel

**DO NOT USE THIS SPACE**

9. Signature.  
Barbara Bauer-Padron  December 1, 2003  
Name of Person Signing Signature Date

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

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

CH \$40.00 500675 1495603

**SUPPLEMENT (TRADEMARKS)**

This is a supplement (the "Supplement (Trademarks)") to the Trademark Security Agreement (the "Agreement"), dated as of June 18, 2003, between **NABI BIOPHARMACEUTICALS**, a Delaware corporation (the "Debtor"), in favor of **WELLS FARGO FOOTHILL, INC.**, a California corporation, as the arranger and administrative agent for the Lenders (the "Secured Party"). Capitalized terms not defined herein shall have the meaning set forth in the Agreement.

Pursuant to Section 6 of the Agreement, Debtor hereby provides notice that Debtor has acquired the following Trademark Collateral constituting Material IP:

**U.S. Trademark Registrations and Applications**

<u>Jurisdiction</u>	<u>Mark</u>	<u>Registration/ Application No.</u>	<u>Registration/ Application Date</u>
U.S.	PHOS-LO	1,495,603	7/12/88

**Foreign Trademark Registrations and Applications**

<u>Jurisdiction</u>	<u>Mark</u>	<u>Registration/ Application No.</u>	<u>Registration/ Application Date</u>
Australia	PHOS-LO	498,456	July 22, 1992
Canada	PHOS-LO	TMA390,770	November 29, 1991
Finland	PHOS-LO	139,088	August 7, 1995
Germany	PHOS-LO	1,152,831	July 1990
Korea	PHOS-LO	319,206	August 4, 1995
Ireland	PHOS-LO	129,153	July 2, 1991
Mexico	PHOS-LO	463,947	June 20, 1994
New Zealand	PHOS-LO	188,518	October 16, 1992
Turkey	PHOS-LO	191,817	February 1999
United Kingdom	PHOS-LO	1,362,491	August 17, 1990

The above trademarks are collectively referred to herein as the "Supplemental Trademarks" and constitute "Trademark Collateral" pursuant to the Agreement.

**NOW, THEREFORE**, for valuable consideration, the receipt and adequacy of which are hereby acknowledged, Debtor hereby reaffirms its grant pursuant to the Agreement of, and hereby grants to the Secured Party for the benefit of the Lender Group, a continuing, first priority security interest in all of Debtor's right, title and interest in, to and under the Supplemental Trademarks, with such security interests consistent with, and subject to the terms and conditions set forth in, the Agreement. For each Supplemental Trademark, the effective date


of Secured Party's security interest in such Supplemental Trademark shall be the date such Supplemental Trademark was acquired by Debtor.

Debtor does hereby further acknowledge and affirm that the rights and remedies of the Secured Party with respect to the Supplemental Trademarks are more fully set forth in the Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement, as of the date(s) set forth below.

DEBTOR:

NABI BIOPHARMACEUTICALS,  
a Delaware corporation

By:   
Name: Mark Smith  
Title: Chief Financial Officer  
Date: November 17, 2003

SECURED PARTY:

WELLS FARGO FOOTHILL, INC.,  
a California corporation

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

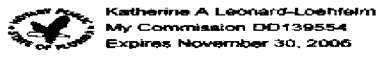
STATE OF FLORIDA )  
COUNTY OF Palm Beach ) ss

On November 17, 2003 before me, Katherine A. Leonard-Loehfeld, Notary Public, personally appeared MARK SMITH, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Katherine A. Leonard-Loehfeld  
Signature

[SEAL]



STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) ss

On \_\_\_\_\_, \_\_\_\_\_, before me, \_\_\_\_\_, Notary Public, personally appeared \_\_\_\_\_, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

\_\_\_\_\_  
Signature

[SEAL]

1273839.1

9504085.1

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) ss

On \_\_\_\_\_, \_\_\_\_\_, before me, \_\_\_\_\_, Notary Public, personally appeared \_\_\_\_\_, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

\_\_\_\_\_  
Signature

[SEAL]

STATE OF Georgia )  
COUNTY OF Fulton ) ss

On Oct 31, 2003, before me, Deborah E. Williams, Notary Public, personally appeared DENNIS REBORN, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Deborah E. Williams  
Signature

[SEAL]

9504085.1