

08-12-2003



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

8-12-03

Form PTO-1594
(Rev. 03/01)
OMB No. 0651-0027 (exp. 5/31/2002)
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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):

Nabi Biopharmaceuticals

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

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

3. Nature of conveyance:

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

Execution Date: June 18, 2003

2. Name and address of receiving party(ies)

Name: Wells Fargo Foothill, Inc.
Internal Attn: Business Fin Mgr.
Address: 400 North Park Town Center

Street Address: 1000 Abernathy Road, Suite 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) _____
see attached schedule

B. Trademark Registration No.(s) _____
see attached schedule

Additional number(s) attached Yes No

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

Name: Scott M. Kareff, Esq.

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:

23

7. Total fee (37 CFR 3.41).....\$ 590

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

500675 - Schulte Roth & Zabel

9. Signatures DA
550.00 DA

Barbara Bauer-Padron
Name of Person Signing

Barbara Bauer-Padron
Signature

7/22/03
Date

Total number of pages including cover sheet, attachments, and document: 23

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

TRADEMARK
REEL: 002798 FRAME: 0827

08/13/2003 DDYRNC 00000021 500675 1060588

01 FC:8521
02 FC:8522

RECORDED
INDEXED
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NABI TRADEMARK SCHEDULE
UNITED STATES

Trademark	Date Filed/Registered	Serial No./Registration No.
H-BIG	3/8/77	1,060,588
NABI + DESIGN	2/23/88	1,477,531
SERO-HBV	12/22/98	2,213,350
SERO-HCV	9/8/98	2,188,481
VIOSURE	1/13/98	2,129,447
NABI	3/1/88	1,478,235
STAPHVAX	4/6/99	2,236,907
PEDI-PAK	8/18/87	1,453,101
CYTERA		76/348,604
CIVACIR		76/348,603
ALSTAPH		76/348,659
NABI + DESIGN	12/21/99	2,302,568
NICVAX		76/449,988
HYPERGAM		76/475,642
HYPERGAM B		76/475,779
NABI HEPATITIS B IMMUNE GLOBULIN		75/589,978
ENTEROVAX		75/635,451
SERO-HIV	1/25/00	2,311,042
NABI-HB	10/15/02	2,635,779
ZOHEPTA B		75/914,926
ZEUTREX		75/915,735
WINRHO	4/19/88	1,484,984
ALOPRIM	4/30/03	2,565,678

TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this "Agreement"), dated as of June 18, 2003, is made by 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").

RECITALS

A. The Debtor and the Lender Group have entered into that certain Loan and Security Agreement, of even date herewith (as amended, restated, modified, renewed or extended from time to time, the "Loan Agreement"), pursuant to which the Lender Group has agreed to make certain financial accommodations to the Debtor, and pursuant to which the Debtor has granted to the Secured Party for the benefit of the Lender Group security interests in (among other things) all or substantially all of the general intangibles of the Debtor.

B. Pursuant to the Loan Agreement and as one of the conditions precedent to the obligations of the Secured Party and the Lenders under the Loan Agreement, the Debtor has agreed to execute and deliver this Agreement to the Secured Party for filing with the PTO and with any other relevant recording systems in any domestic jurisdiction, and as further evidence of and to effectuate the Secured Party's existing security interests in the trademarks and other general intangibles described herein.

AGREEMENT

NOW, THEREFORE, for valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Debtor hereby agrees in favor of the Secured Party as follows:

1. Definitions; Interpretation.

(a) Certain Defined Terms. As used in this Agreement, the following terms shall have the following meanings:

"Debtor" shall have the meaning ascribed to such term in the introductory paragraph of this Agreement.

"Event of Default" means any Event of Default under the Loan Agreement or any other Loan Document.

"Lender Group" means, individually and collectively, each of the Lenders and the Secured Party.

"Lenders" means, individually and collectively, each of the financial institutions identified on the signature pages of the Loan Agreement, and any other Person made a party

thereto in accordance with the provisions of, and to the extent permitted by, Section 14 thereof (together with their respective successors and assigns).

"Proceeds" means whatever is receivable or received from or upon the sale, lease, license, collection, use, exchange or other disposition, whether voluntary or involuntary, of any Trademark Collateral, including "proceeds" as defined in UCC Section 9-102(a)(64), all insurance proceeds, and all proceeds of Proceeds. Proceeds shall include (i) any and all accounts, chattel paper, instruments, general intangibles, cash and other proceeds, payable to or for the account of the Debtor, from time to time in respect of any of the Trademark Collateral, (ii) any and all proceeds of any insurance, indemnity, warranty or guaranty payable to or for the account of the Debtor from time to time with respect to any of the Trademark Collateral, (iii) any and all claims and payments (in any form whatsoever) made or due and payable to the Debtor from time to time in connection with any requisition, confiscation, condemnation, seizure or forfeiture of all or any part of the Trademark Collateral by any Person acting under color of governmental authority, and (iv) any and all other amounts from time to time paid or payable under or in connection with any of the Trademark Collateral or for or on account of any damage or injury to or conversion of any Trademark Collateral by any Person.

"PTO" means the United States Patent and Trademark Office and any successor thereto.

"Secured Obligations" shall mean, with respect to the Debtor, all liabilities, obligations, or undertakings owing by the Debtor to the Lender Group of any kind or description arising out of or outstanding under, advanced or issued pursuant to, or evidenced by the Loan Agreement, any of the other Loan Documents, or this Agreement, irrespective of whether for the payment of money, whether direct or indirect, absolute or contingent, due or to become due, voluntary or involuntary, whether now existing or hereafter arising, and including all interest (including interest that accrues after the filing of a case under the Bankruptcy Code, whether or not permitted under the Bankruptcy Code) and any and all reasonable costs, fees (including attorneys fees), and expenses which the Debtor is required to pay pursuant to any of the foregoing, by law, or otherwise.

"Secured Party" shall have the meaning ascribed to such term in the introductory paragraph of this Agreement.

"Trademark Collateral" has the meaning set forth in Section 2(a).

"Trademarks" has the meaning set forth in Section 2(a)(i).

"UCC" means the Uniform Commercial Code as in effect from time to time in the State of New York.

"United States" and "U.S." each mean the United States of America.

(b) Terms Defined in UCC. Where applicable and except as otherwise defined herein, terms used in this Agreement shall have the meanings ascribed to them in the UCC.

(c) Interpretation. In this Agreement, except to the extent the context otherwise requires:

(i) Any reference to a Section or a Schedule is a reference to a section hereof, or a schedule hereto, respectively, and to a subsection or a clause is, unless otherwise stated, a reference to a subsection or a clause of the Section or subsection in which the reference appears.

(ii) The words "hereof," "herein," "hereto," "hereunder" and the like mean and refer to this Agreement as a whole and not merely to the specific Section, subsection, paragraph or clause in which the respective word appears.

(iii) The meaning of defined terms shall be equally applicable to both the singular and plural forms of the terms defined.

(iv) The words "including", "includes" and "include" shall be deemed to be followed by the words "without limitation".

(v) References to agreements and other contractual instruments shall be deemed to include all subsequent amendments, restatements, supplements, refinancings, renewals, extensions, and other modifications thereto and thereof.

(vi) References to statutes or regulations are to be construed as including all statutory and regulatory provisions consolidating, amending or replacing the statute or regulation referred to.

(vii) Any captions and headings are for convenience of reference only and shall not affect the construction of this Agreement.

(viii) Capitalized words not otherwise defined herein shall have the respective meanings assigned to them in the Loan Agreement.

(ix) In the event of a direct conflict between the terms and provisions of this Agreement and the Loan Agreement, it is the intention of the parties hereto that both such documents shall be read together and construed, to the fullest extent possible, to be in concert with each other. In the event of any actual, irreconcilable conflict that cannot be resolved as aforesaid, the terms and provisions of the Loan Agreement shall control and govern; provided, however, that the inclusion herein of additional obligations on the part of the Debtor and supplemental rights and remedies in favor of the Secured Party for the benefit of the Lender Group (whether under New York law or applicable federal law), in each case in respect of the Trademark Collateral, shall not be deemed a conflict with the Loan Agreement.

2. Security Interest.

(a) Assignment and Grant of Security in respect of the Secured Obligations. To secure the prompt payment and performance of the Secured Obligations, the Debtor hereby grants, assigns, transfers and conveys to the Secured Party, for the benefit of the

Lender Group, a continuing, first priority security interest in all of the Debtor's right, title and interest in, to and under the following property, whether now existing or hereafter acquired or arising and whether registered or unregistered (collectively, the "Trademark Collateral"):

(i) all common law, state and federal trademarks, service marks and trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, Internet domain names, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, together with and including all licenses therefor held by the Debtor, and all registrations and recordings thereof, and all applications filed or to be filed in connection therewith, including registrations and applications in the PTO, any State of the United States (but excluding each application to register any trademark, service mark, or other mark prior to the filing under applicable law of a verified and accepted Statement of Use (or the equivalent) for such trademark or service mark) and all extensions or renewals thereof, including without limitation any of the foregoing identified on Schedule A hereto and any and all variations thereof (as such schedule may be amended, modified or supplemented from time to time), and the right (but not the obligation) to register claims under any state or federal trademark law or regulation and to apply for, renew and extend any of the same, to sue or bring opposition or cancellation proceedings in the name of the applicable Debtor or in the name of the Secured Party for past, present or future infringement or unconsented use thereof, and all rights arising therefrom throughout the world (collectively, the "Trademarks");

(ii) all claims, causes of action and rights to sue for past, present and future infringement or unconsented use of any Trademarks and all rights arising therefrom and pertaining thereto;

(iii) all general intangibles (as defined in the UCC) and all intangible, intellectual or other similar property of the Debtor of any kind or nature, whether now owned or hereafter acquired or developed, associated with or arising out of any of the Trademarks and not otherwise described above, including all the goodwill of the Debtor's business symbolized by the Trademarks or associated therewith; and

(iv) all products and Proceeds of any and all of the foregoing.

(b) Continuing Security Interest. The Debtor hereby agrees that this Agreement shall create a continuing security interest in the Trademark Collateral to the extent allowable under applicable law which shall remain in effect until terminated in accordance with Section 17.

(c) Incorporation into Loan Agreement. This Agreement shall be fully incorporated into the Loan Agreement and all understandings, agreements and provisions contained in the Loan Agreement shall be fully incorporated into this Agreement. Without limiting the foregoing, the Trademark Collateral described in this Agreement shall constitute part of the Collateral in the Loan Agreement.

(d) Permitted Licensing. Anything in the Loan Agreement or this Agreement to the contrary notwithstanding, the Debtor may grant non-exclusive licenses of the Trademark Collateral (subject to the security interest of the Secured Party therein) in the ordinary course of business consistent with past practice and, with respect to exclusive licenses, as otherwise permitted by the Loan Agreement.

3. Further Assurances; Appointment of the Secured Party as Attorney-in-Fact. The Debtor at its expense shall execute and deliver, or cause to be executed and delivered, to the Secured Party for the benefit of the Lender Group any and all documents and instruments, in form and substance satisfactory to the Secured Party, and take any and all action, which the Secured Party, in the exercise of its Permitted Discretion, may request from time to time, to perfect and continue the perfection or to maintain the priority of, or provide notice of the security interest in, the Trademark Collateral held by the Secured Party for the benefit of the Lender Group and to accomplish the purposes of this Agreement, or to maintain, preserve and protect the Trademark Collateral constituting Material IP; provided, however, that the Debtor shall not be obligated to incur any expenses in connection with the perfection or continued perfection or to maintain the priority or provide notice of the security interest in the Trademark Collateral in any jurisdiction outside of the United States. The Debtor hereby irrevocably constitutes and appoints the Secured Party (and any of the Secured Party's officers or employees or agents designated by the Secured Party) as the Debtor's true and lawful attorney-in-fact with full power and authority (i) to sign the name of the Debtor on all or any of such documents or instruments and perform all other acts that the Secured Party in the exercise of its Permitted Discretion deems necessary or advisable in order to perfect or continue the perfection of, maintain the priority or enforceability of or provide notice of the security interest in the Trademark Collateral held by the Secured Party for the benefit of the Lender Group, and (ii) to execute any and all other documents and instruments, and to perform any and all acts and things for and on behalf of the Debtor, which the Secured Party, in the exercise of its Permitted Discretion, may deem necessary or advisable to perfect or continue the perfection of, maintain the priority or enforceability of, provide notice of the security interest in the Trademark Collateral held by the Secured Party for the benefit of the Lender Group and to accomplish the purposes of this Agreement, including, after the occurrence and during the continuance of any Event of Default (A) maintaining, preserving or protecting the Trademark Collateral or defending, settling, adjusting or instituting any action, suit or proceeding with respect to the Trademark Collateral, (B) asserting or retaining any rights under any license agreement for any of the Trademark Collateral, including any rights of the Debtor arising under Section 365(n) of the Bankruptcy Code, and (C) executing any and all applications, documents, papers and instruments for the Secured Party to use the Trademark Collateral, granting or issuing any exclusive or non-exclusive license with respect to any Trademark Collateral, and assigning, conveying or otherwise transferring title in or disposing of the Trademark Collateral. The power of attorney set forth in this Section 3, being coupled with an interest, is irrevocable so long as this Agreement shall not have terminated in accordance with Section 17.

4. Representations and Warranties. The Debtor makes the following representations and warranties to the Lender Group which shall be true, correct, and complete, in all material respects, as of the Closing Date, and in all material respects at and as of the date of the making of each Advance (or other extension of credit) made thereafter, as though made on and as of the date of such Advance (or other extension of credit) (except to the extent that such

representations and warranties relate solely to an earlier date) and such representations and warranties shall survive the execution and delivery of this Agreement:

(a) No Other Trademarks. A true and correct list of all registered or applied-for Trademarks owned or licensed by the Debtor, in whole or in part, whether or not registered with the PTO, is set forth in Schedule A, except for Trademarks in which the Debtor has acquired rights after the Closing Date and for which the Debtor has complied with Section 6.

(b) Validity. Each of the registered Trademarks and Trademark applications listed on Schedule A is subsisting and has not been adjudged invalid or unenforceable, in whole or in part, all maintenance fees required to be paid on account of any Trademarks constituting Material IP have been timely paid for maintaining such Trademarks in force, and, to the best of the Debtor's knowledge, each of the Trademarks is valid and enforceable.

(c) Ownership of Trademark Collateral; No Violation. (i) The Debtor has rights in and good and defensible title to its interests in the existing Trademark Collateral constituting Material IP, (ii) with respect to the Trademark Collateral shown on Schedule A hereto constituting Material IP, unless otherwise indicated on such schedule, the Debtor is the sole and exclusive owner thereof, free and clear of any Liens and rights of others (other than Permitted Liens), including licenses, registered user agreements and covenants by the Debtor not to sue third persons, and (iii) with respect to any Trademarks for which the Debtor is either a licensor or a licensee pursuant to a license or licensing agreement regarding such Trademark, each such license or licensing agreement is in full force and effect, the Debtor is not in default of any of its obligations thereunder such that the other party to such license agreement has the right to terminate such license or licensing agreement and, other than (A) the parties to such licenses or licensing agreements, or (B) in the case of any license or license agreement entered into by the Debtor or any such licensor regarding such Trademark, the parties to any other such licenses or license agreements entered into by the Debtor or any such licensor with any other Person, to the Debtor's knowledge no other Person has any rights in or to any of the Trademark Collateral. To the best of the Debtor's knowledge, the past, present and contemplated future use of the Trademark Collateral by the Debtor has not, does not and will not infringe upon or violate any right, privilege or license agreement of or with any other Person.

(d) No Infringement. To the best of the Debtor's knowledge, (i) no material infringement or unauthorized use presently is being made of any of the Trademark Collateral by any Person, and (ii) other than as disclosed on Schedule A hereto, the past, present, and contemplated future use of the Trademark Collateral by the Debtor has not, does not and will not infringe upon or violate any right, privilege, or license agreement of or with any other Person.

(e) Powers. The Debtor has the unqualified right, power and authority to pledge and to grant to the Secured Party a security interest in all of its Trademark Collateral pursuant to this Agreement, and to execute, deliver and perform its obligations in accordance with the terms of this Agreement, without the consent or approval of any other Person except as already obtained.

(f) No Violation. The execution, delivery and performance by the Debtor of this Agreement do not violate any provision of law or the articles of incorporation or by-laws of the Debtor or result in a breach of or constitute a default under any contract, obligation, indenture or other instrument to which the Debtor is a party or by which the Debtor may be bound.

(g) Authorization. This Agreement has been duly authorized, executed and delivered, and constitutes, a legal, valid and binding agreement of the Debtor, enforceable in accordance with its terms.

5. Covenants. The Debtor covenants that so long as this Agreement shall be in effect, the Debtor shall:

(a) Compliance with Law. Comply, in all material respects, with all applicable statutory and regulatory requirements in connection with any and all of the Trademark Collateral constituting Material IP, and give such notice of trademark, prosecute such material claims, and do all other acts and take all other measures which, in the Debtor's reasonable business judgment, may be necessary or desirable to preserve, protect and maintain such Trademark Collateral constituting Material IP and all of the Debtor's rights therein, including diligently prosecute any trademark application relating to Material IP pending as of the date of this Agreement or thereafter;

(b) Compliance with Agreement. Comply with each of the terms and provisions of this Agreement, the Loan Agreement, and the other Loan Documents, and not enter into any agreement (for example, a license agreement) which is inconsistent with the obligations of the Debtor under this Agreement without the Secured Party's prior written consent unless the same shall have been expressly permitted in any of the Loan Documents; and

(c) Lien Protection. Not permit the inclusion in any contract to which the Debtor becomes a party of any provision that could or might impair or prevent the creation of security interests in favor of the Secured Party, for the benefit of the Lender Group, in the Debtor's rights and interest in any of the Trademarks and the Trademark Collateral constituting Material IP, and the Debtor will promptly give the Secured Party written notice of the occurrence of any event of which the Debtor becomes aware that could reasonably be expected to have a material adverse effect on any of the Trademarks or the Trademark Collateral constituting Material IP, including any petition under the Bankruptcy Code filed by or against any licensor of any of the Trademarks constituting Material IP for which the Debtor is a licensee.

6. Future Rights. For so long as any of the Secured Obligations shall remain outstanding, or, if earlier, until the Secured Party shall have released or terminated, in whole but not in part, its interest in the Trademark Collateral constituting Material IP, if and when the Debtor shall obtain rights to any new Trademarks constituting Material IP, or any reissue, renewal or extension of any Trademarks constituting Material IP, the provisions of Section 2 shall automatically apply thereto and the Debtor shall give to the Secured Party notice thereof promptly and, in any event, within twenty (20) days of the date of the Debtor obtaining such rights or becoming entitled to the benefits of such Trademark or Trademark Collateral constituting Material IP. The Debtor shall do all things deemed necessary or advisable by the

Secured Party in its Permitted Discretion to ensure the validity, perfection, priority and enforceability of the security interests of the Secured Party in such future acquired Trademark Collateral constituting Material IP. If the Debtor refuses to execute and deliver, or fails timely to execute and deliver, any of the documents it is requested to execute and deliver by the Secured Party in its Permitted Discretion in connection herewith, the Debtor hereby authorizes the Secured Party to modify, amend or supplement the Schedules hereto and to re-execute this Agreement from time to time on the Debtor's behalf and as its attorney-in-fact to include any future registered Trademarks which are or become Trademark Collateral constituting Material IP and to cause such re-executed Agreement or such modified, amended or supplemented Schedules to be filed with the PTO with respect to such future registered Trademarks.

7. Duties of the Secured Party and the Lender Group. Notwithstanding any provision contained in this Agreement, neither the Secured Party nor any other member of the Lender Group shall have a duty to exercise any of the rights, privileges or powers afforded to it, nor be responsible to the Debtor or any other Person for any failure to do so or delay in doing so. Except for the accounting for moneys actually received by the Secured Party or any other member of the Lender Group hereunder or in connection herewith, neither the Secured Party nor any other member of the Lender Group shall have a duty or liability to exercise or preserve any rights, privileges or powers pertaining to the Trademarks or Trademark Collateral.

8. Events of Default. The occurrence of any "Event of Default" under the Loan Agreement or any other Loan Document shall constitute an Event of Default hereunder.

9. Remedies. From and after the occurrence and during the continuance of an Event of Default, the Secured Party shall have all rights and remedies available to it under the Loan Agreement, any other Loan Documents and applicable law (which rights and remedies are cumulative) with respect to the security interests in any of the Trademark Collateral or any other Collateral. The Debtor hereby agrees that such rights and remedies include the right of the Secured Party as a secured party to sell or otherwise dispose of the Trademark Collateral after a default, pursuant to UCC Section 9-610. The Debtor hereby agrees that the Secured Party shall at all times have such royalty-free licenses, to the extent permitted by law, any licensing agreements existing on the date hereof, and the Loan Documents, for any Trademark Collateral that are reasonably necessary to permit the exercise of any of the Secured Party's rights or remedies after the occurrence and during the continuance of an Event of Default with respect to (among other things) any tangible asset of the Debtor in which the Secured Party has a security interest, including the Secured Party's rights to sell or license general intangibles, inventory, tooling or packaging which is acquired by the Debtor (or its successor, assignee or trustee in bankruptcy). In addition to, and without limiting any of the foregoing, upon the occurrence and during the continuance of an Event of Default, the Secured Party shall have the right but shall in no way be obligated to bring suit, or to take such other action as the Secured Party in its Permitted Discretion deems necessary or advisable, in the name of the Debtor or the Secured Party with respect to material Trademark Collateral, in order to enforce or protect any of the material Trademark Collateral, in which event the Debtor shall, at the request of the Secured Party, do any and all lawful acts and execute any and all documents required by the Secured Party in aid of such enforcement. To the extent that the Secured Party shall elect not to bring suit to enforce such material Trademark Collateral after the occurrence and during the continuance of an Event of Default, the Debtor agrees, upon the request by Agent, to use all reasonable

measures and its diligent efforts, whether by action, suit, proceeding or otherwise, to prevent the infringement, misappropriation or violations thereof by others and for that purpose agrees diligently to maintain any action, suit or proceeding against any Person necessary to prevent such infringement, misappropriation or violation.

10. Binding Effect. This Agreement shall be binding upon, inure to the benefit of and be enforceable by the Debtor and the Secured Party and their respective successors and assigns.

11. Notices. All notices and other communications hereunder shall be in writing and shall be mailed, sent or delivered in accordance with the Loan Agreement.

12. Governing Law. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of New York, except to the extent that the validity or perfection of the security interests hereunder in respect of any Trademark Collateral are governed by federal law, in which case such choice of New York law shall not be deemed to deprive the Secured Party of such rights and remedies as may be available under federal law.

13. Entire Agreement; Amendment. This Agreement and the Loan Agreement, together with the Schedules hereto and thereto, contain the entire agreement of the parties with respect to the subject matter hereof and supersede all prior drafts and communications relating to such subject matter. Neither this Agreement nor any provision hereof may be modified, amended or waived except by the written agreement of the parties as provided in the Loan Agreement. Notwithstanding the foregoing, the Secured Party may re-execute this Agreement or modify, amend or supplement the Schedules hereto as provided in Section 6 hereof.

14. Severability. If one or more provisions contained in this Agreement shall be invalid, illegal or unenforceable in any respect in any jurisdiction or with respect to any party, such invalidity, illegality or unenforceability in such jurisdiction or with respect to such party shall, to the fullest extent permitted by applicable law, not invalidate or render illegal or unenforceable any such provision in any other jurisdiction or with respect to any other party, or any other provisions of this Agreement.

15. Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement.

16. Loan Agreement. The Debtor acknowledges that the rights and remedies of the Secured Party held for the benefit of the Lender Group with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Loan Agreement and all such rights and remedies are cumulative.

17. Termination. Upon the payment and performance in full in cash of the Secured Obligations, including the cash collateralization, expiration, or cancellation of all Secured Obligations, if any, consisting of letters of credit, and the full and final termination of any commitment to extend any financial accommodations under the Loan Agreement, this

Agreement shall terminate, and the Secured Party shall execute and deliver such documents and instruments, and take such further action reasonably requested by the Debtor and at the Debtor's expense, as shall be reasonably necessary to evidence termination of the security interests granted by the Debtor to the Secured Party for the benefit of the Lender Group.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement,
as of the date first above written.

DEBTOR:

NABI BIOPHARMACEUTICALS,
a Delaware corporation

By:


Name: MARK SMITH
Title: C.F.O.

SECURED PARTY:

WELLS FARGO FOOTHILL, INC.,
a California corporation

By:

Name:
Title:

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement,
as of the date first above written.

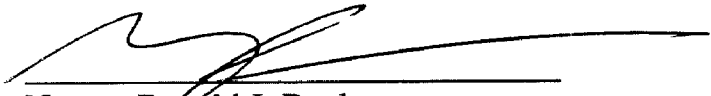
DEBTOR:

NABI BIOPHARMACEUTICALS,
a Delaware corporation

By: _____
Name:
Title:

SECURED PARTY:

WELLS FARGO FOOTHILL, INC.,
a California corporation

By:  _____
Name: Ronald J. Banks
Title: Vice President

STATE OF NEW YORK)
) ss
COUNTY OF QUEENS)

On June 18, 2003, before me, HANNAH K. SULLIVAN, Notary Public, personally appeared MARK L. SMITH, the CHIEF FINANCIAL OFFICER of NABI BIOPHARMACEUTICALS, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Hannah K Sullivan
Signature

[SEAL]

Notary Public, State of: New York
My commission expires: March 31, 2007
Registration No: 02SU6089955

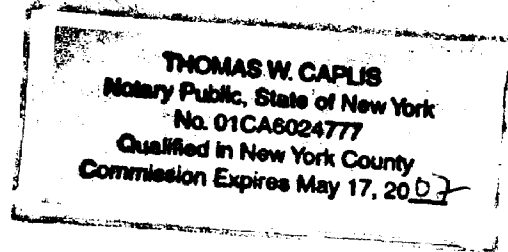
STATE OF New York)
) ss
COUNTY OF New York)

On June 18, 2003, before me, Thomas W. Caplis, Notary Public, personally appeared Ronald S. Davis, 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.

Thomas W. Caplis
Signature

[SEAL]



**SCHEDULE A TO
TRADEMARK SECURITY AGREEMENT**

Section 4(a)

Nabi-Owned Registrations and Applications

Mark	Jurisdiction	Status	Goods and Class
H-BIG	Argentina	Registered 4/14/88 Registration No. 1,284,769	All products in International Class 5
H-BIG	Canada	Registered 11/23/79 Registration No. 237,477	Blood fraction for prophylaxis of hepatitis International Cl. 5
H-BIG	Chile	Registered 5/30/86 Registration No. 309,221	All products in International Class 5
H-BIG	Denmark	Registered 1/27/88 Registration No. 356/1978	All goods in International Class 5
H-BIG w/Katakana	Japan	Registered 11/30/88 Registration No. 2,090,109	Chemicals, medicines, drugs and medical accessories in local Class 1
H-BIG	Norway	Registered 9/20/79 Registration No. 103058	Blood fraction for prophylaxis of hepatitis in International Class 5
HEBIG	Norway	Registered 7/10/80 Registration No. 105485	Blood fraction for prophylaxis of hepatitis in International Class 5

H-BIG	Portugal	Registered 9/1/94 Registration No. 292,214	Pharmaceutical preparations in International Class 5
H-BIG	United States	Registered 3/8/77 Registration No. 1,060,588	Blood fraction for prophylaxis of hepatitis in International Class 5
H-BIG	Venezuela	Registered 11/19/79 Registration No. 92,871-F	Pharmaceutical preparations in International Class 5
H-BIG	CTM	Registered 8/13/99 Registration No. 750,349	Blood fraction for prophylaxis of hepatitis in International Class 5
HEBIG	Denmark	Registered 2/8/80 Registration No. 875/1980	All goods in International Class 5
NABI and design (sphere in cube)	United States	Registered 2/23/88 Registration No. 1,477,531	Blood collecting and processing containers, International Class 10
SERO-HBV	United States	Registered 12/22/98 Registration No. 2,213,350	Laboratory equipment, namely proficiency testing panels utilizing a unique series of specimens drawn from a single donor during the period of HBV seroconversion used to assess the proficiency of others' HBV assay kits in International Class 5
SERO-HCV	United States	Registered 9/8/98 Registration No. 2,188,481	Proficiency testing panels utilizing a unique series of specimens drawn from a single donor during the period of HCV seroconversion in International Class 5

VIOSURE	United States	Registered 1/13/98 Registration No. 2,129,447	Medical diagnostic preparations, namely antibody/antigen control sera for use in quality control and standardization of tests for markers, namely HBSAG, anti-HCV, anti-HBV, anti-HIV-1, anti-HIV-2, and anti-HTLV-1 for use in laboratory testing as a run control for all immunoassay blood bank testing in International Class 5
NABI	CTM	Registration No. 154351	Serum and plasma in International Class 5
NABI	United States	Registered 3/1/88 Registration No. 1,478,235	Serum and plasma including plasma used in manufacturing pharmaceuticals and diagnostic test kits in International Class 5
NABI and design (sphere in cube)	CTM	Registration No. 158139	Blood collecting and processing containers in Int'l Class 10
NABI and design (sphere in cube) (owned by North American Biologicals GmbH, Frankfurt)	Germany	Registered 12/19/94 Registration No. 2087812	Pharmaceutical products; laboratory equipment, diagnostic apparatus and diagnostic equipment for medical purposes; blood plasma and sera, implementation of blood, plasma and sera tests; blood collection services in Int'l Classes 5, 9, 10, 42

NABI and design (owned by North American Biologicals Oberursel)	WIPO	Registration No. 634423	Pharmaceutical products; blood plasma and blood serum in Int'l Cl. 5; laboratory equipment and apparatus, diagnostic apparatus and equipment for medical purposes in Int'l Cl. 10; implementation of blood, of plasma and of sera tests; blood donation services in Int'l Cl. 42
NABI and design (sphere in cube) (owned by North American Biologicals Oberursel)	WIPO	Registration No. 655882	Pharmaceutical products; blood plasma and blood serum in Int'l Cl. 5; laboratory equipment and apparatus, diagnostic apparatus and equipment for medical purposes in Int'l Cl. 10; implementation of blood, of plasma and of sera tests; blood donation services in Int'l Cl. 42
VIROTRAK	WIPO	Registration No. 664273	
STAPHVAX	United States	Registered 4/6/99 Registration No. 2,236,907	Vaccines for human and animal use to prevent staphylococcal infections in Int'l Cl. 5
STAPHVAX	CTM	Registered 3/4/02 Registration No. 1941558	Vaccines for human and animal use to prevent staphylococcal infections in Int'l Cl. 5
PEDI-PAK	United States	Registered 8/18/87 Registration No. 1,453,101	Sterile, disposable plastic blood transfer packages used to divide and transfuse units of blood to pediatric patients in Int'l Cl. 10

CYTERA	United States	Pending Application Serial No. 76/348,604	Anti-infective and anti- cancer pharmaceutical preparation in Int'l Cl. 5
CIVACIR	United States	Pending Application Serial No. 76/348,603	Anti-infective pharmaceutical preparation in Int'l Cl. 5
ALTASTAPH	United States	Pending Application Serial No. 76/348,659	Anti-bacterial pharmaceutical preparation for staphylococcus aureus infectionions Int'l Cl. 5
NABI and design (rectangle with arc)	United States	Registered 12/21/99 Registration No. 2,302,568	Full line of sera and plasma for use in manufacturing pharmaceuticals and diagnostic test kits and of therapeutic agents for the treatment of diseases in Int'l Cl. 5
NICVAX	United States	Pending Application Serial No. 76/449,988	Vaccine for the treatment or prevention of nicotine addition Int'l Cl. 5
HYPERGAM	United States	Pending Application Serial No. 76/475,642	Immune globulin preparation for the prevention or treatment of hepatitis in Int'l. Cl. 5
HYPERGAM B	United States	Pending Application Serial No. 76/475,779	Immune globulin preparation for the prevention or treatment of hepatitis in Int'l. Cl. 5
NABI HEPATITIS B IMMUNE GLOBULIN	United States	Pending Application Serial No. 75/589,978	Immune globulin preparation for the prevention or treatment of hepatitis B in Int'l. Cl. 5
ENTEROVAX	United States	Pending Application Serial No. 75/635,451	Vaccine for the prevention or treatment of Enterococcus infections in Int'l. Cl. 5

NABI and design (rectangle with arc)	CTM	Pending Application Serial No. 1111699	Full line of sera and plasma for use in manufacturing pharmaceuticals and diagnostic test kits and of therapeutic agents for the treatment of diseases in Int'l Cl. 5
SERO-HIV	United States	Registered 1/25/00 Registration No. 2,311,042	Antibody control sera for use in quality control and standardization of antibody test for anti-HIV-1 in Int'l. Cl. 5
NABI-HB	United States	Registered 10/15/02 Registration No. 2,635,779	Immune globulin preparation for the prevention or treatment of hepatitis in Int'l. Cl. 5
NABI-HB	Canada	Pending Application Serial No. 1043185	Immune globulin preparation for the prevention or treatment of hepatitis in Int'l. Cl. 5
ZOHEPTA B	United States	Pending Application Serial No. 75/914,926	Immune globulin preparation for the prevention or treatment of hepatitis in Int'l. Cl. 5
ZEUTREX	United States	Pending Application Serial No. 75/915,735	Anti-viral for human use in Int'l. Cl. 5

Registered Trademarks Licensed from Third Parties

WINRHO (Licensed WINRHO SD from Cangene)	United States	Registered April 19, 1988 Registration No. 1484984	Pharmaceuticals namely globulin for use in passive immunotherapy in International Class 5
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ALOPRIM (Licensed from Catalytica Pharmaceuticals, Inc.)	United States	Registered April 30, 2003 Registration No. 2565678	Pharmaceutical preparation for use in the treatment of cancer and hyperuricemia in International Class 5
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Section 4(c)

Debtor has granted rights to use its marks to third parties under the following agreement:

AGREEMENT	MARKS/RIGHTS
Manufacturing, Supply and Right of First Refusal Agreement dated as of February 1, 2003 between Debtor and Acrometrix Corporation	Non-exclusive right to use VIROSURE. NABI and NABI BIOPHARMACEUTICALS.
Commercial Supply Agreement effective August 8, 2002 between Baxter Pharmaceutical Solutions LLC and Debtor	Non-exclusive, license to use NABI BIOPHARMACEUTICALS, NABI-HB and NABI
Nabi Biopharmaceuticals Distribution Agreement (International) between Debtor and Biotech Medical Corporation	Non-exclusive right to use NABI BIOPHARMACEUTICALS and NABI-HB
Nabi Distribution Agreement (International) between Debtor and Cankat ilac Sanayi ve Tic. Ltd. Sti dated as of January 11, 2002	Non-exclusive right to use NABI-HB and NABI
Nabi Biopharmaceutical Distribution Agreement between Debtor and Innovative Biotech PTE LTD.	Non-exclusive right to use NABI-HB and NABI BIOPHARMACEUTICALS
Nabi Biopharmaceuticals Distribution Agreement (International) Named Patient between Debtor and IDIS Limited	Non-exclusive right to use NABI-HB and NABI BIOPHARMACEUTICALS

Section 4(d)

While Debtor disputes the legitimacy of the claim, Fresenius Kabi has notified Debtor that it believes that Debtor's use of the word NABI infringes its rights in the mark, KABI. Fresenius Kabi filed an opposition to Debtor's application to register NABI and design (rectangle with arc) in the European Community. Fresenius Kabi's opposition remains under advisement before the Community Trademarks tribunal.

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