TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Serologicals Royalty Company		10/14/2004	CORPORATION: DELAWARE

RECEIVING PARTY DATA

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

PROPERTY NUMBERS Total: 25

Property Type	Number	Word Mark
Registration Number:	2048023	SEROLOGICALS
Registration Number:	2346900	
Registration Number:	2346891	CREATING A HEALTHIER WORLD
Registration Number:	2536890	BIOSCOT
Registration Number:	2355538	BIOSCOT
Registration Number:	2496462	SERAMED
Registration Number:	2168874	
Registration Number:	2104649	SEROLOGICALS
Registration Number:	1850517	
Registration Number:	1853927	CREATING A HEALTHIER WORLD
Registration Number:	2050106	SEROLOGICALS
Registration Number:	1853926	
Registration Number:	1805674	EX-CYTE
Registration Number:	1310621	MOD-U-CYTE
		TDADEMARK

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Registration Number:	701172	PATH-O-CYTE
Registration Number:	660021	PENTEX
Registration Number:	602094	PENTEX
Serial Number:	76518883	ASSAYARCHITECT
Serial Number:	76518415	UNIPRIMER
Serial Number:	76515837	BE SOMEBODY'S HERO
Serial Number:	76426617	EQUICAL
Serial Number:	76557588	SERACON
Serial Number:	76552661	SERACON MATRIBASE
Serial Number:	78457687	BUILDING VALUE, ENHANCING LIVES
Serial Number:	78457665	PROBUMIN

CORRESPONDENCE DATA

Fax Number: (212)455-2502

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

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
Signature:	/rr/
Date:	12/30/2004

Total Attachments: 6

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GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS

THIS GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), dated as of October 14, 2004 is made by SEROLOGICALS ROYALTY COMPANY, 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.

WITNESSETH:

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 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, Obligor agrees, for the benefit of the Agent and the Lenders, as follows:

SECTION 1. <u>Definitions</u>. 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 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. <u>Purpose</u>. 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. <u>Acknowledgment</u>. 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. <u>Counterparts</u>. 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.

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By: / Such Discourse Harold W. Ingalls

Title: President

JP MORGAN CHASE BANK, as Administrative Agent for the Lenders

By:	 	
Name:		
Title:		

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On the _____day of October, 2004, before me personally came Harold W. Ingalls, who is personally known to me to be the President of Serologicals Royalty Company, a Delaware corporation; who, being duly sworn, did depose and say that he is the 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.

Notary Public

Notary Public, Guinnett 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.

SEROLOGICALS ROYALTY COMPANY

Ву:	
Name:	
Title:	

JPMORGAN CHASE BANK, as Administrative Agent for the Lenders

Name:

Title: Eil

Eileen W. Piker, VP

TRADEMARK

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SCHEDULE A

U.S. Trademarks Registrations and Applications

<u>Trademark</u>	Registration or Serial Number
SEROLOGICALS	2048023
Miscellaneous Design	2346900
CREATING A HEALTHIER WORLD	2346891
BIOSCOT	2536890
BIOSCOT	2355538
SERAMED	2496462
Miscellaneous Design	2168874
SEROLOGICALS	2104649
Miscellaneous Design	1850517
CREATING A HEALTHIER WORLD	1853927
SEROLOGICALS	2050106
Miscellaneous Design	1853926
EX-CYTE	1805674
MOD-U-CYTE	1310621
PATH-O-CYTE	701172
PENTEX	660021
PENTEX (Stylized)	602094
ASSAYARCHITECT	76518883
UNIPRIMER	76518415
BE SOMEBODY'S HERO	76515837
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SERACON MATRIBASE	76552661
BUILDING VALUE, ENHANCING LIVES	78457687
PROBUMIN	78457665

TRADEMARK REEL: 002999 FRAME: 0666

RECORDED: 12/30/2004