

05-24-1999

FORM PTO-1594 *17000*
(Rev. 6-93) *5-19-99*



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

To the Honorable Commissioner of Patents and Trademarks
101043920

Attached original documents or copy thereof.

1. Name of conveying party(ies):

Baxter International, Inc.
1 Baxter Parkway
Deerfield, IL 60015

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

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

3. Nature of conveyance:

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

Execution Date: April 1999

2. Name and address of receiving party(ies):

Name: Omnicell Technologies, Inc.

Internal Address: _____

Street Address: 1101 East Meadow Drive

City: Palo Alto State: CA ZIP 94303

- 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

(Designation 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)

1,747,748

Additional numbers attached? Yes No

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

Name: Cooley Godward LLP

Internal Address: Attn: April M. Piercey

Street Address: 5 Palo Alto Square

City: Palo Alto State: CA ZIP 94306

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41):..... \$ 40.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: 03-3115

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

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.

April M. Piercey

May 18, 1999

Date

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

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

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ASSIGNMENT OF TRADEMARKS

THIS ASSIGNMENT OF TRADEMARKS is entered into this ___ day of April, 1999, by and between BAXTER INTERNATIONAL INC., a Delaware corporation, ("Assignor") and OMNICELL TECHNOLOGIES INC., a California corporation ("Assignee").

WHEREAS, Assignor is the sole and exclusive owner of all right, title and interest in and to those certain United States and foreign trademarks and trademark applications listed on Schedule A, attached hereto and incorporated herein (collectively, the "Trademarks");

WHEREAS, pursuant to that certain Asset Purchase Agreement dated as of December 18, 1998, as amended on January 25, 1999 (the "Agreement") by and between Assignee and Baxter Healthcare Corporation ("Baxter"), Baxter has agreed to cause the Patents to be transferred and assigned from Assignor to Assignee; and

WHEREAS, pursuant to the Agreement, Assignor desires to assign and transfer to Assignee all of its right, title and interest in and to the Trademarks and Assignee is desirous of acquiring the same.

NOW, THEREFORE, for the foregoing recited consideration and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby assign, sell and transfer to Assignee all of its right, title and interest in and to the Trademarks worldwide, together with the good will of the business symbolized by and associated with the Trademarks, the right to sue for past infringement thereof and the registrations and applications for registration therefor.

* * * *

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IN WITNESS WHEREOF Assignor and Assignee have executed this assignment as of the date first written above.

Baxter International Inc.

OmniCell Technologies, Inc.

By: [Signature]

By: _____

Title: Vice President

Title: _____

Date: 4-13-99

Date: _____

State of Illinois)

County of Lake)

On this 13 day of April, 1999 before me appeared John Gaither, the person who signed this instrument on behalf of Baxter International Inc. who acknowledged that he/she signed it on behalf of the identified corporation as Vice President of the identified corporation and pursuant to authority duly received.

Nancy Fosbrook
Notary Public



IN WITNESS WHEREOF Assignor and Assignee have executed this assignment as of the date first written above.

Baxter International Inc.

OmniCell Technologies, Inc.

By: _____

By: Carl G. Jay

Title: _____

Title: _____

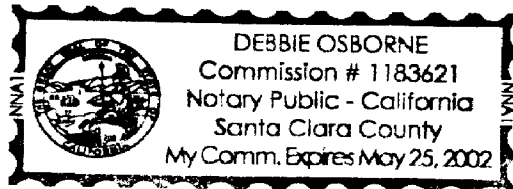
Date: _____

Date: 5/5/99

State of _____)

)

County of _____)



On this ___ day of April, 1999 before me appeared _____, the person who signed this instrument on behalf of Baxter International Inc. who acknowledged that he/she signed it on behalf of the identified corporation as _____ of the identified corporation and pursuant to authority duly received.

Notary Public

SCHEDULE A

Country	Mark	(Serial No.) Reg. No.	(Filing Date) Reg. Date
U.S.	SURE-MED	1,747,748	January 19, 1993
Canada	SURE-MED	483,770	October 8, 1997
European Community	SURE-MED	(29,835)	(April 1, 1996)
Hong Kong	SURE-MED	B03971/1996	May 9, 1994
Korea (South)	SURE-MED	328,827	December 11, 1995
North Korea	SURE-MED	19922/1994	May 17, 1994

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RECORDED: 05/19/1999

**TRADEMARK
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