EXPRESS MAIL LABEL NO. EL508693293

FORM PTO-1594 (Modified)
(Rev. 6-93)
OMB No. 0651-0011 (exp.4/94)
Copyright 1994-97 LegalStar
TM05/REV03

MMD 12/21/99 T

RI

02-01-2000

101253597

Docket No.: 1327000-0034

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):

Home Diagnostics, Inc.

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

Additional names(s) of conveying party(ies) ☐ Yes ☒ No

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

Name: **Bank of America, N.A.**

Internal Address:

Street Address: **NC1-001-15-04, 101 North Tryon Street**

City: **Charlotte** State: **NC** ZIP: **28255**

- ☐ Individual(s) citizenship
- ☐ Association
- ☐ General Partnership
- ☐ Limited Partnership
- ☐ Corporation-State
- ☒ Other **Administrative Agent**

If assignee is not domiciled in the United States, a domestic designation is ☐ Yes ☐ N
(Designations must be a separate document from
Additional name(s) & address(es) ☐ Yes ☐ N

3. Nature of conveyance:

- ☐ Assignment
- ☐ Merger
- ☒ Security Agreement
- ☐ Change of Name
- ☐ Other

Execution Date: **December 16, 1999**

4. Application number(s) or registration numbers(s):

A. Trademark Application No.(s)

75/715,697 **75/520,146**
75/520,148 **75/048,143**
75/520,147

B. Trademark Registration No.(s)

1,888,174 **1,437,824**
1,578,832
1,457,313

Additional numbers ☐ Yes ☒ No

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

Name: **J. Michael Martinez de Andino**

Internal Address: **McGuire, Woods, Battle & Boothe, LLP**

Street Address: **One James Center**

901 East Cary Street

City: **Richmond** State: **VA** ZIP: **23219**

6. Total number of applications and registrations involved:..... **9**

7. Total fee (37 CFR 3.41):.....$ **$240.00**

- ☒ Enclosed
- ☐ Authorized to be charged to deposit account

8. Deposit account number:

13-0437

01/31/2000 DCOATES 00000121 75715697

01 FC:481 40.00 OP
02 FC:482 200.00 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.

J. Michael Martinez de Andino, #37,178 — Name of Person Signing

Signature

December 21, 1999 — Date

Total number of pages including cover sheet, attachments, and **6**

TRADEMARK

ASSIGNMENT OF SECURITY INTEREST IN UNITED STATES PATENTS AND TRADEMARKS

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, HOME DIAGNOSTICS, INC., a Delaware corporation (the "Assignor"), having its chief executive office at 2400 NW 55th Court, Fort Lauderdale, Florida 33394, hereby assigns and grants to BANK OF AMERICA, N.A., as Agent (in such capacity, the "Administrative Agent"), with offices at NC1-001-15-04, 101 North Tryon Street, Charlotte, NC 28255, a security interest in (all of which are herein collectively referred to as the "PTO Collateral") (i) all of the Assignor's right, title and interest in and to the United States trademarks, trademark registrations and trademark applications set forth on Schedule A attached hereto (the "Marks"), (ii) all of the Assignor's right, title and interest in and to the United States patents set forth on Schedule B attached hereto (the "Patents"), in each case together with (iii) all Proceeds (as such term is defined in the Security Agreement referred to below) and products of the Marks and Patents, (iv) the goodwill of the businesses symbolized by the Marks and (v) all causes of action arising prior to or after the date hereof for infringement of any of the Marks and Patents or unfair competition regarding the same.

THIS ASSIGNMENT is made to secure the full and prompt performance and payment of all the Secured Obligations of the Assignor, as such term is defined in the Security Agreement, dated as of December 16, 1999, among the Assignor, the Administrative Agent and the other parties thereto (as amended, supplemented or modified from time to time, the "Security Agreement"). Upon the satisfaction of the conditions set forth in Section 2.08(b) of the Security Agreement, the Administrative Agent shall execute, acknowledge, and deliver to the Grantor an instrument in writing releasing the security interest in the PTO Collateral acquired under this Assignment.

THIS ASSIGNMENT has been granted in conjunction with the security interest granted to the Administrative Agent for the benefit of the Secured Parties under the Security Agreement. The rights and remedies of the Administrative Agent with respect to the security interest granted herein are without prejudice to, and are in addition to, those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provision of this Assignment is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the undersigned have executed this Assignment as of the 16 day of December, 1999.

HOME DIAGNOSTICS, INC., as Assignor

By: _____
Name: James M. Corbett
Title: CEO/President

STATE OF North Carolina
County OF Mecklenburg

The foregoing instrument was acknowledged before me this 16 day of December, 1999 by James M. Corbett as CEO/President of Home Diagnostics, Inc., a Delaware Corporation corporation, on behalf of the corporation.

My commission expires: 1/5/2002

Notarial Seal

"OFFICIAL SEAL"
Notary Public, North Carolina
County of Mecklenburg
Regina M. Lucas
My Commission Expires 1/5/2002

_____
Notary Public

BANK OF AMERICA, N.A.,
as Administrative Agent

By: _____
Name:
Title:

\CLT\8845\Home Diagnostics\Assignment of US Patents and Trademarks\HD1

SCHEDULE A

TRADEMARKS AND TRADEMARK APPLICATIONS

Serial No. or Registration No.	Issue or Country	Filing and Registration Date	Mark
75/715,697(serial no.)	USA	5/28/99	PRESTIGE PERFORMANCE & Design
75/520,148(serial no.)	USA	7/16/98	Design Only (nurse stick figure outside with sun)
75/520,147(serial no.)	USA	7/16/98	PRESTIGE IQ (stylized letters)
75/520,146(serial no.)	USA	7/16/98	DIASURE (stylized letters)
75/048,143(serial no.)	USA	1/25/96	PRESTIGE TLC
1,888,174 (registration no.) 74/419,188 (serial no.)	USA	8/2/93 (filed) 4/11/95 (reg.)	DIASCAN
1,578,832 (reg. no.) 73/802,117 (serial no.)	USA	5/23/89 (filed) 1/23/90 (reg.)	LIPOSCAN
1,457,313 (reg. no.) 73/644,460 (serial no.)	USA	2/13/87 (filed) 9/15/87 (reg.)	DIALET
1,437,824 (reg. no.) 73/587,413 (serial no.)	USA	3/10/86 (filed) 4/28/87 (reg.)	DIASCAN

SCHEDULE B

PATENTS, PATENT APPLICATIONS AND PROPOSED PATENT APPLICATIONS

Serial No. or Patent No.	Country	Issue or Filing Date	Title
5,296,192 (patent no.) 07/862,733 (serial no.)	USA	4/3/92 (file) 3/22/94 (issue)	Diagnostic Test Strip
85308391	EP	11/18/85 (file)	Reflectometer
Not Yet Assigned	USA	11/24/99(filed)	Protective Test Strip Platform Apparatus for Optical Meter Apparatus
4/889,131 (patent no.) 287,883 (serial no.)	USA	12/20/88 (file) 12/26/89 (issue)	Portable Belt Monitor of Physiological Functions and Sensors Therefor
D315,210 (patent no.) 128,475 (serial no.)	USA	12/3/87 (file) 3/5/91 (issue)	Combined Portable Cardiac and Respiratory Monitor
4,909,260 (patent no.) 128,144 (serial no.)	USA	12/3/87 (file) 3/20/90 (issue)	Portable Belt Monitor of Physiological Functions and Sensors Therefor
Proposed Patent Application		Unfiled	Modem Capable of Uploading Data from a Meter

SCHEDULE B

PATENTS, PATENT APPLICATIONS AND PROPOSED PATENT APPLICATIONS

Serial No. or Patent No.	Country	Issue or Filing Date	Title
08/879,130 (serial no.)	USA	06/19/97	Diagnostic Test Strip Meter and System
08/872,088 (serial no.)	USA	06/10/97	Diagnostic Sanitary Test Strip
09/344,895 (serial no.)	USA	06/25/99	Improved Diagnostic Sanitary Test Strip

\CLT\8845\Home Diagnostics\Assignment of US Patents and Trademarks\HD1_2.doc