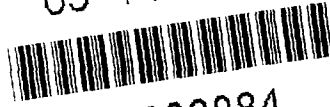


05-14-2002



102088884

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

REI

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

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): Inverness Medical, Inc. 5-8-02
Individual(s) Association General Partnership Limited Partnership Corporation-State Delaware Other
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies) Name: The Royal Bank of Scotland plc Internal (as security Trustee for the Address: Secured Parties
Street Address: 135 Bishopsgate City: London EC2M 3UR Zip: U.K.
Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State Other Scottish Bank
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

3. Nature of conveyance: Assignment Merger Security Agreement Change of Name Other
Execution Date: December 20, 2001

4. Application number(s) or registration number(s): A. Trademark Application No.(s) See attached list B. Trademark Registration No.(s) See attached list
Additional number(s) attached Yes No

0502058
See attached list

5. Name and address of party to whom correspondence concerning document should be mailed Name: Christine F. Benton
Internal Address: Clifford Chance Rogers & Wells LLP
Street Address: 200 Park Avenue
City: New York State: New York Zip: 10166

6. Total number of applications and registrations involved: 30
7. Total fee (37 CFR 3.41): \$ 765
Enclosed Authorized to be charged to deposit account
8. Deposit account number: 18-1843
(Attach duplicate copy of this page if paying by deposit account)

OFFICE OF PATENT RECORDS FINANCE SECTION MAY -8 PM 1:7

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.
Christine F. Benton Signature Date 4/24/02
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 13

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

05/14/2002 GTOM11 00000026 181843 0502058
01 FC:481 40.00 CH
02 FC:482 725.00 CH

TRADEMARK REEL: 2504 FRAME: 0475

INVERNESS MEDICAL, INC.
U.S. TRADEMARKS

REGISTERED TRADEMARKS AND TRADEMARK APPLICATIONS

<u>Registration</u>	<u>Registration Number</u>
ALLBEE	0,502,058
ALLBEE-T	0,846,152
ANOTHER SMART CARE SUPPLEMENT & Design	2,520,613
BEMINAL	0,405,604
DESIGN (candle)	1,285,763
DESIGN (clock in black and white)	2,308,565
DESIGN (clock in color)	2,292,243
DESIGN ONLY	2,444,910
GEVRABON	0,569,973
GEVRAL	0,564,695
GEVRITE	0,723,272
INVERNESS MEDICAL	2,392,114
INVERNESS MEDICAL	2,427,341
POSTURE	1,337,530
PROTEGRA & Design	2,434,021
PROTEGRA & Design	2,224,413
PROTEGRA & Design	1,991,320
PROTEGRA (stylized)	1,801,384
PROTEGRA	1,801,382
PROTEGRA MEANS PROTECTION	2,008,952

NYA 532068.1

TRADEMARK
REEL: 2504 FRAME: 0476

Registrations**Registration Number**

SMART CARE	2,432,045
SOYCARE	2,476,129
STRESSCAPS	1,244,969
STRESSTABS	1,234,723
STRESSTABS	0,898,148
Z-BEC	1,058,922

Applications**Serial Number**

DESIGN (double blue ribbon in black and white)	75/465,200
DESIGN (double ribbon in color)	75/464,998
DESIGN (Little Man)	76/108,222
DESIGN (Ribbon in black and white)	75/604,879

EXHIBIT 2

TRADEMARK SECURITY AGREEMENT SUPPLEMENT

TRADEMARK SECURITY AGREEMENT SUPPLEMENT, dated as of December 29, 2001 by Inverness Medical, Inc. ("**Grantor**"), in favor of The Royal Bank of Scotland plc as security trustee for the Secured Parties (in such capacity, the "**Security Trustee**").

WITNESSETH:

WHEREAS, pursuant to the credit agreement dated on or about the date of this Agreement (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "**Senior Credit Agreement**") and made between (1) Inverness Medical Innovations, Inc., (2) Inverness Medical Switzerland AG, (3) certain banks party thereto, (4) The Royal Bank of Scotland plc as lead arranger (5) The Royal Bank of Scotland plc as facility agent, (6) The Royal Bank of Scotland plc as issuing bank and (7) [The Royal Bank of Scotland plc][National Westminster Bank PLC] as overdraft bank, the Banks have severally agreed to make available certain loan facilities upon the terms and subject to the conditions set forth therein; and

WHEREAS, pursuant to the mezzanine loan agreement dated on or about the date of this Agreement (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "**Mezzanine Loan Agreement**") and made between (1) Inverness Medical Innovations, Inc., (2) Inverness Medical Switzerland AG, (3) certain financial institutions party thereto, (4) RBS Mezzanine Limited as lead arranger and (5) RBS Mezzanine Limited as facility agent, the Mezzanine Lenders have severally agreed to make extensions of credit upon the terms and subject to the conditions set forth therein; and

WHEREAS, pursuant to the intercreditor agreement dated on or about the date of this Agreement (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "**Intercreditor Agreement**") made between, among others, (1) the Grantor, (2) certain other companies party thereto, (3) the Security Trustee, (4) certain of the parties to the Senior Credit Agreement and (5) certain of the parties to the Mezzanine Loan Agreement, each of the Senior Creditors and the Junior Creditors (as such terms are defined therein) agreed to, among other things, regulate their respective rights in regard to payments and security on the terms and subject to the conditions set forth therein; and

WHEREAS, pursuant to the guarantee dated on or about the date of this Agreement (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "**Guarantee**") by the Grantor in favor of the Security Trustee, the Grantor has guaranteed the obligations of each Group Company (as defined in the Senior Credit Agreement) under the Financing Documents (as defined in the Intercreditor Agreement); and

WHEREAS, the Grantor is a party to a Security Agreement dated as of December 20, 2001 (the "**Security Agreement**") in favor of the Security Trustee for the ratable benefit of the Secured Parties

pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement Supplement.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged and to induce the Senior Banks and the Junior Lenders to enter into the Senior Credit Agreement and the Mezzanine Loan Agreement and to induce the Senior Banks and the Junior Lenders to make their respective extensions of credit to the Borrowers thereunder, the Grantor hereby agrees with the Security Trustee as follows:

1. **DEFINED TERMS**

Unless otherwise defined herein, terms defined in the Intercreditor Agreement or in the Security Agreement and used herein have the meanings given to them in the Intercreditor Agreement or in the Security Agreement.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL**

The Grantor, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of the Grantor, hereby grants to the Security Trustee, for the ratable benefit of the Secured Parties, a lien on and security interest in all of its right, title and interest in, to and under the following Collateral of the Grantor, whether now existing or hereafter acquired (the "**Trademark Collateral**"):

- 2.1 all of its Trademarks and Trademark Licenses to which it is a party, including those referred to on Schedule I hereto;
- 2.2 all reissues, continuations or extensions of the foregoing;
- 2.3 all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and
- 2.4 all products and proceeds of the foregoing, including any claim by Grantor against third parties for past, present, future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

3. **SECURITY AGREEMENT**

The security interest granted pursuant to this Trademark Security Agreement Supplement is granted in conjunction with the security interest granted to the Security Trustee, for the ratable benefit of the Secured Parties, pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Security Trustee with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in

the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement Supplement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

INVERNESS MEDICAL, INC., as the
Grantor

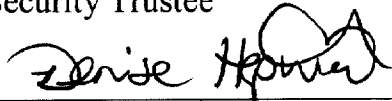
By: _____

Name:

Title:

ACCEPTED AND AGREED:

THE ROYAL BANK OF SCOTLAND plc
as the Security Trustee

By: 
Name: DENISE HEPWORTH
Title: MANAGER

**SCHEDULE I
To
TRADEMARK SECURITY AGREEMENT SUPPLEMENT
TRADEMARK REGISTRATIONS**

REGISTERED TRADEMARKS AND TRADEMARK APPLICATIONS

U.S. Trademarks

TRADEMARK	SERIAL/REG. NO.	FILING/REG. DATE
INVERNESS MEDICAL	2,392,114	Oct. 2, 2000
INVERNESS MEDICAL	2,427,341	Feb. 6, 2001
INVERNESS MEDICAL	75/557370	Sept. 22, 1998
DESIGN (Little Man)*	76/108,222	Aug. 11, 2000
PROTEGRA	2,434,021	Mar. 6, 2001
DESIGN ONLY*	2,444,910	Apr. 17, 001
ANOTHER SMART CARE SUPPLEMENT	75/605,308	Dec. 14, 1998
DESIGN (Ribbon in black and white)*	75/604,879	Dec. 14, 1998
SMART CARE	2,432,045	Feb. 27, 2001
SOYCARE	75/489,419	May 21, 1998
SOYCARE*	75/489,418	May 21, 1998
DESIGN (clock in black and white)	2,308,565	Jan. 18, 2000
PROTEGRA	2,224,413	Feb. 16, 1999
DESIGN (double blue ribbon in black and white)	75/465,200	Apr. 9, 1998
DESIGN (clock in color)	2,292,243	Nov. 16, 1999
DESIGN (double ribbon in color)	75/464,998	Apr. 9, 1998
PROTEGRA	1,991,320	Aug. 6, 1999
PROTEGRA MEANS PROTECTION	2,008,952	Oct. 15, 1996
DESIGN (Helix in black and white)	1,826,069	Mar. 15, 1994
DESIGN (Helix in color)	1,828,002	Mar. 29, 1994

PROTEGRA	1,801,384	Oct. 26, 1993
FOR EVERY LIVING CELL	1,828,752	Mar. 29, 1994
PROTEGRA	1,801,382	Oct. 26, 1993
POSTURE	1,337,530	May 28, 1985
DESIGN (candle)	1,285,763	Jul. 17, 1984
STRESSTABS	1,234,723	Apr. 12, 1983
STRESSCAPS	1,244,969	Jul. 12, 1983
Z-BEC	1,058,922	Renewed 4/22/97
ALLBEE-T	0,846,152	Renewed 10/4/88
BEMINAL	0,405,604	Feb. 8, 1984
STRESSTABS	0,898,148	Renewed 1/8/91
GEVRABON	0,569,973	Renewed 4/27/93
ALLBEE	0,502,058	Renewed 5/23/89
GEVRITE	0,723,272	Renewed 10/31/81
GEVRAL	0,564,695	Renewed 9/30/92
DESIGN (Heart-Shaped Ribbon in B/W)	75/605309	Dec. 14, 1998
PROTEGRA	75/605310	Dec. 14, 1998
SMARTCARE	75/519197	July 15, 1998
STOREBRANDS.NET	75/734032	June 22, 1999

* Intent to Use Application

Foreign Trademarks

TRADEMARK	COUNTRY	SERIAL/ REG. NO.	STATUS	FILING/REG. DATE
SMARTCARE	EU	1011683	Registered	June 7, 2000
SOYCARE	EU	992438	Registered	April 7, 2000
INVERNESS MEDICAL	EU	1113901	Registered	March 22, 1999

TRADEMARK LICENSES

Name of Agreement	Parties	Date of Agreement
Trademark License Agreement	American Cynamid	2/19/97