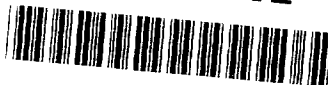


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Form PTO-1594  
(Rev. 03/01)  
OMB No. 0651-0027 (exp. 5/31/2002)  
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TRADEMARK 102088883

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 Innovations, 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 ~~SEC2M~~ 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)

75557371 76108223  
75850332 78092701  
75871664

B. Trademark Registration No.(s)

2057863 2299137  
2086587

Additional number(s) attached  Yes  No

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: 8

7. Total fee (37 CFR 3.41) \$ 215

- 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)

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  
Name of Person Signing

Signature

4/24/02  
Date

11

Total number of pages including cover sheet, attachments, and document.

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

05/14/2002 GT0W11 00000025 181843 75557371

01 FC:481 40.00 CH  
02 FC:482 175.00 CH

TRADEMARK  
REEL: 2504 FRAME: 0486

OFFICE OF PATENT & TRADEMARKS  
FINANCE SECTION  
2002 MAY -8 PM 1:57

EXHIBIT 1

TRADEMARK SECURITY AGREEMENT SUPPLEMENT

TRADEMARK SECURITY AGREEMENT SUPPLEMENT, dated as of December 29 2001 by Inverness Medical Innovations, 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.

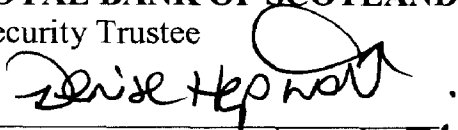
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**ACCEPTED AND AGREED:**

**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*   | 75/557,371            | Sept. 22, 1998                           |
| FEMININE SOLUTIONS*  | 75/850,332            | Dec. 6, 1999                             |
| DESIGN (Little Man)* | 76/108,223            | Aug. 11, 2000                            |
| <del>LE-BEEP*</del>  | <del>76/915,204</del> | <del>Feb. 1, 2000</del> <i>Abandoned</i> |
| FEMININE SOLUTIONS*  | 75/871,664            | Dec. 14, 1999                            |
| CARE PLUS            | 2,086,587             | Aug. 5, 1997                             |
| DESIGN ONLY          | 2,299,137             | Dec. 14, 1999                            |
| YOURTIME             | 2,057,863             | Apr. 29, 1997                            |

\* Intent to Use Application

*Foreign Trademarks*

| TRADEMARK                | COUNTRY   | SERIAL/<br>REG. NO. | STATUS     | FILING/REG.<br>DATE |
|--------------------------|-----------|---------------------|------------|---------------------|
| FIRST SIGNAL (Word)      | Australia | 716189              | Registered | August 29, 1997     |
| LITTLE MAN(Device)       | Australia | 714170              | Registered | September 5, 1997   |
| LITTLE MAN               | Australia | 719827              | Registered | Nov. 12, 1999       |
| CarePlan (Word)          | Benelux   | 575113              | Registered | March 8, 1995       |
| FIRST SIGNAL (Word)      | Benelux   | 567887              | Registered | February 8, 1995    |
| LITTLE MAN (Device)      | Benelux   | 0605705             | Registered | June 13, 1996       |
| YOURTIME (Word)          | Benelux   | 574194              | Registered | April 4, 1995       |
| LITTLE BLUE MAN (Device) | EU        | 289538              | Registered | August 27, 1998     |

|                          |               |          |            |                    |
|--------------------------|---------------|----------|------------|--------------------|
| CarePlan (Word)          | France        | 95562678 | Registered | August 18, 1995    |
| FIRST SIGNAL (Word)      | France        | 95557724 | Registered | July 21, 1995      |
| LITTLE MAN (Device)      | France        | 96624475 | Registered | October 18, 1996   |
| YOURTIME (Word)          | France        | 95566702 | Registered | September 15, 1995 |
| CarePlan (Word)          | Germany       | 39509776 | Registered | June 3, 1999       |
| FIRST SIGNAL (Word)      | Germany       | 39505387 | Registered | January 31, 1996   |
| LITTLE MAN (Device)      | Germany       | 39620315 | Registered | January 16, 1997   |
| YOURTIME                 | Germany       | 39515645 | Registered | March 19, 1995     |
| CAREPLAN (Word)          | Great Britain | 2014202  | Registered | November 1, 1996   |
| LITTLE BLUE MAN (Device) | Great Britain | 2070420  | Registered | February 7, 1997   |
| YOURTIME                 | Great Britain | 2016600  | Registered | November 8, 1996   |
| FIRST SIGNAL (Word)      | Greece        | 131957   | Registered | January 12, 1997   |
| LITTLE MAN (Device)      | Greece        | 131959   | Registered | November 17, 2000  |
| YOURTIME (Word)          | Greece        | 131956   | Registered | November 17, 1998  |
| CAREPLAN (Word)          | Italy         | 713481   | Registered | June 16, 1997      |
| CAREPLAN (Word)          | Italy         | 783592   | Registered | June 4, 1999       |
| FIRST SIGNAL (Word)      | Italy         | 715719   | Registered | April 7, 1997      |
| LITTLE MAN (Device)      | Italy         | 757350   | Registered | August 28, 1998    |
| YOURTIME (Word)          | Italy         | 713805   | Registered | June 19, 1997      |
| CarePlan (Device)        | Spain         | 1955811  | Registered | June 5, 1996       |
| FIRST SIGNAL             | Spain         | 1949674  | Registered | May 3, 1996        |
| LITTLE MAN (Device)      | Spain         | 2035070  | Registered | September 5, 1997  |
| LITTLE MAN (Device)      | Spain         | 2035071  | Registered | October 6, 1997    |
| LITTLE MAN (Device)      | Spain         | 2035072  | Registered | October 6, 1997    |
| YOURTIME                 | Spain         | 1961921  | Registered | December 5, 1996   |
| CAREPLAN                 | Sweden        | 308734   | Registered | February 16, 1996  |



|                     |        |        |            |               |
|---------------------|--------|--------|------------|---------------|
| CAREPLAN (Word)     | Sweden | 337998 | Registered | June 2, 2000  |
| LITTLE MAN (Device) | Sweden | 327468 | Pending    | July 24, 1998 |
| YOURTIME (Word)     | Sweden | 309713 | Registered | March 8, 1996 |

**TRADEMARK LICENSES**

| <b>Name of Agreement</b>                   | <b>Parties</b>                 | <b>Date of Agreement</b> |
|--|--------------------------------|--------------------------|
| License Agreement                          | Archer-Daniels-Midland Company | 12/14/98                 |
| Trade Name And Trademark License Agreement | Inverness Medical, Inc.        | 11/21/01                 |