05-14-2002

102088883

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

TRADEMARKS

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

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):

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 Address: (as security trustee for the Secured Parties)

Street Address: 135 Bishopsgate

City: London State: 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)
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)

OFFICE OF PUBLIC RECORDS
2002 MAY -8 PM 1:57
FINANCE SECTION

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
C. F. Benton — Signature
4/24/02 — Date

Total number of pages including cover sheet, attachments, and document: 11

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

05/14/2002 GTON11 00000025 181843 75557371
01 FC:481 40.00 CH
02 FC:482 175.00 CH

EXHIBIT 1

TRADEMARK SECURITY AGREEMENT SUPPLEMENT

TRADEMARK SECURITY AGREEMENT SUPPLEMENT, dated as of December 20, 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

TRADEMARK
REEL: 2504 FRAME: 0487

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

TRADEMARK
REEL: 2504 FRAME: 0488

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 offer as of the date first set forth above.

Very truly yours,

INVERNESS MEDICAL INNOVATIONS, INC., as the Grantor

By: _____
Name:
Title:

ACCEPTED AND AGREED:

THE ROYAL BANK OF SCOTLAND plc
as the Security Trustee

By: Denise Hepworth.

Name: DENISE HEPWORTH.
Title: MANAGER

TRADEMARK
REEL: 2504 FRAME: 0491

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
~~LE BEEP*~~	~~76/915,204~~ 75	~~Feb. 1, 2000~~ Abandoned
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/ REG. NO.	STATUS	FILING/REG. 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

TRADEMARK
REEL: 2504 FRAME: 0493

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

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