

09-06-2002



Form PTO-1594

(Rev. 03/01)

OMB No. 0651-0027 (exp. 5/31/200)

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

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

3. Nature of conveyance:

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

Execution Date: September 3, 2002 (09/03/2002)

2. Name and address of receiving party(ies)

Name: CapitalSource Finance LLC

Internal

Address: _____

Street Address: 4445 Willard Avenue

City: Chevy Chase State: MD Zip: 20815

- ☐ Individual(s) citizenship _____
☐ Association _____
☐ General Partnership _____
☐ Limited Partnership _____
☐ Corporation-State _____

☒ Other Limited Liability Company (Delaware)

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

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

A. Trademark Application No.(s)

See attached

B. Trademark Registration No.(s)

See attached

Additional number(s) attached ☒ Yes ☐ No

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

Name: Deborah Corey

Internal Address: King & Spalding

Street Address: 191 Peachtree Street

City: Atlanta State: GA Zip: 30303

6. Total number of applications and registrations involved: 15

7. Total fee (37 CFR 3.41).....\$390.00

- ☒ Enclosed
☐ Authorized to be charged to deposit account

8. Deposit account number:

(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.

Deborah Corey

Name of Person Signing

Signature

September 3, 2002

Date



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

09/06/2002 BYRNE 00000127 78129489

01 FC:481
02 FC:48240.00 DP
350.00 DPTRADEMARK
REEL: 2576 FRAME: 0661

SCHEDULE I
to
ACKNOWLEDGEMENT OF INTELLECTUAL PROPERTY LIEN
TRADEMARK REGISTRATIONS

TRADEMARK	APPLICATION/ REGISTRATION NO.	SERIAL/ REGISTRATION DATE
TRUETRACK SMART SYSTEM (Words Only)	78-129489	05/17/2002
TRUETRACK SMART SYSTEM (Words and Design)	78-129250	05/16/2002
ZIP-CHIP (Words Only)	78-122352	04/17/2002
ZIP-Strip (Words Only)	78-122349	04/17/2002
TRACK-EASE (Words Only)	78-121286	04/12/2002
TRUE-VIEW (Words Only)	78-121282	04/12/2002
TRUE-VIEW (Words Only)	78-121284	04/12/2002
SMART CHOICE (Words Only)	78-381444	03/08/2002
PRESTIGE LX (Words Only)	76-186497	12/27/2000
PRESTIGE IQ (Words Only)	76-150528	10/18/2000
LITE TOUCH (Words Only)	76-091569	07/19/2000
PRESTIGE LITE TOUCH (stylized letters)	2539666	02/19/2002
PRESTIGE SMART SYSTEM (words only)	76-092197	07/19/2000
PRESTIGE SMART SYSTEM (words and design)	76-091568	07/19/2000
DIALET (words only)	1457313	09/15/1987

There are no Trademark Licenses.

ACKNOWLEDGEMENT OF INTELLECTUAL PROPERTY COLLATERAL LIEN

This Acknowledgement of Intellectual Property Collateral Lien is dated as of September 3, 2002, by **Home Diagnostics, Inc.** (the "**Grantor**"), in favor of CAPITALSOURCE FINANCE LLC (the "**Lender**").

WITNESSETH:

WHEREAS, pursuant to that certain Revolving Credit, Term Loan and Security Agreement, dated as of September 3, 2002 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "**Loan and Security Agreement**") among the Grantor and the Lender, the Lender has agreed to provide loans to the Grantor upon the terms and subject to the conditions set forth therein; and

WHEREAS, the Grantor granted to Lender certain liens on the Collateral to secure their Obligations under the Loan and Security Agreement; and

WHEREAS, pursuant to the terms of the Loan and Security Agreement the Grantor is required to execute and deliver this Acknowledgment in favor of the Lender;

NOW, THEREFORE, in consideration of the premises and to induce the Lender to enter into the Loan and Security Agreement and to make loans to the Grantor thereunder, Grantor hereby agrees with the Lender as follows:

Section 1. Defined Terms. Unless otherwise defined herein, terms defined in the Loan and Security Agreement and used herein have the meaning given to them in the Loan and Security Agreement.

Section 2. Reaffirmation of Grant of Security Interest in Intellectual Property Collateral. 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 Obligations of Grantor, hereby reaffirms its grant of a first priority security interest in the Collateral, and further collaterally assigns, conveys, mortgages, pledges, hypothecates and transfers to the Lender, and grants to the Lender, a lien on and security interest in all of its right, title and interest in, to and under the following Collateral of Grantor (herein referred to as "**Intellectual Property Collateral**"):

(a) all of its owned Trademarks and Trademark Licenses to which it is a party, including those referred to on Schedule I hereto;

all reissues, continuations or extensions of the foregoing;

all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License;

all 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;

(b) all of its Copyrights and Copyright Licenses to which it is a party, including those referred to on Schedule II hereto;

all reissues, continuations or extensions of the foregoing; and

all Proceeds of the foregoing, including any claim by Grantor against third parties for past, present, future infringement or dilution of any Copyright or Copyright licensed under any Copyright License; and

(c) all of its Patents and Patent Licenses to which it is a party, including those referred to on Schedule III hereto;

all reissues, continuations or extensions of the foregoing; and

all Proceeds of the foregoing, including any claim by Grantor against third parties for past, present or future infringement or dilution of any Patent or any Patent licensed under any Patent License.

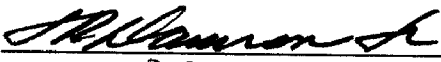
Section 3. Acknowledgement. The security interests reaffirmed herein are granted in conjunction with the security interest granted to the Lender pursuant to the Loan and Security Agreement and Grantor hereby acknowledges and affirms that the rights and remedies of the Lender with respect to the security interest in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Loan and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[signature page follows]

IN WITNESS WHEREOF, Grantor has caused this Acknowledgment of Intellectual Property Collateral Lien to be executed and delivered by its duly authorized officer as of the date first set forth above.

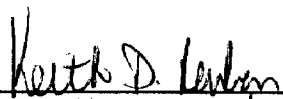
Very truly yours,

HOME DIAGNOSTICS, INC.

By: 
Name: J. R. Damron Jr.
Title: President & CEO

Accepted and Agreed:

CAPITALSOURCE FINANCE LLC, as Lender

By: 
Name: Keith D. Reuben
Title: Director

ACKNOWLEDGEMENT OF GRANTOR

STATE OF)
) ss.
COUNTY OF)

On this 30th day of August, 2002 before me personally appeared J. Richard Damron, proved to me on the basis of satisfactory evidence to be the persons who executed the foregoing instrument on behalf of Home Diagnostics, Inc., who being by me duly sworn did depose and say that he is an authorized officer of each said corporation, that the said instrument was signed on behalf of each said corporation as authorized by its respective Board of Directors and that he acknowledged said instrument to be the free act and deed of each said corporation.



Notary Public

SUSAN D. HARRISON
Notary Public, State Of New York
No. 01HA6031963
Qualified In New York County
Commission Expires 03/27/2006

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SCHEDULE II
to
ACKNOWLEDGEMENT OF INTELLECTUAL PROPERTY LIEN
COPYRIGHT REGISTRATIONS

A. REGISTERED COPYRIGHTS

No Copyright

B. COPYRIGHT APPLICATIONS

No Copyright Applications

C. COPYRIGHT LICENSES

No Copyright License

SCHEDULE III
to
ACKNOWLEDGEMENT OF INTELLECTUAL PROPERTY LIEN
PATENT REGISTRATIONS

<i>TITLE</i>	<i>SERIAL/ PATENT NO.</i>	<i>FILING/ ISSUE DATE</i>
Combined portable cardiac and respiratory monitor	D315210	03/05/1991
Assay kit including an analyte test strip and a color comparator; aperture through each of the color fields	4877580	10/31/1989
Portable belt monitor of physiological functions and sensors therefor	4889131	12/26/1989
Test strip and fixture; portable, disposable, self-test analytical fixture conducting analysis of serums	4790979	12/13/1998
A dry reagent delivery system with membrane having porosity gradient; analyzing, immunoassay, indicators	4774192	09/27/1988
Diagnostic Test Strip; multilayer strip of support with screen and membranes	5296192	03/22/1994
Diagnostic sanitary test strip; a multilayered test strip for heterogeneous fluids to test for the presence of suspected analyte by colorimetric analysis; the strip has an upper support strip with a fluid receiving port and a lower support with a color changing viewing port	6284550 (Main Patent)	09/04/2001
	6040195 (Division Priority)	03/21/2000
Diagnostic sanitary test strip; a test strip with an upper support strip with a fluid receiving port, lower strip with a color viewing port secured between a spreading mesh screen for uniform distribution, a chemically treated layer for removing undesirable elements	6040195	03/21/2000
Blood fluid characteristics analysis instrument	5995236	11/30/1999
Blood Fluid Characteristics Analysis Instrument	6201607	03/13/2001
Improved Method of Strip Insertions Detection	794037 (application)	02/28/2001
Protective Test Strip Platform	448711 (application)	11/24/1999
Modem Capable of Uploading Data from Diagnostic Meter	512919 (application)	02/25/2000
Diagnostic Sanitary Test Strip	984948 (application)	10/31/2001
Diagnostic Sanitary Test Strip	939834 (application)	08/28/2001

<i>TITLE</i>	<i>SERIAL/ PATENT NO.</i>	<i>FILING/ ISSUE DATE</i>
Spectral Curve Analysis Method and Apparatus	794044 (application)	02/28/2001
Algorithm for Analyte Testing Apparatus	794045 (application)	02/28/2001
Smart Key	375017 (provisional application)	04/25/2002
Potentiometric Test Strip Identification	375019 (provisional application)	04/25/2002
Four Electrode Biosensor with Auto-On	375020 (provisional application)	04/25/2002
Biosensor Layout and Method of Manufacture	375054 (provisional application)	04/25/2002

There are no Patent Licenses.