

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Paradigm Health Systems, Inc.		06/26/2007	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	General Electric Capital Corporation, as Agent
Street Address:	2 Bethesda Metro Center
Internal Address:	Suite 600
City:	Besthesda
State/Country:	MARYLAND
Postal Code:	20814
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Serial Number:	77012118	LATITUDES
Serial Number:	77162948	VITRUVIUS
Serial Number:	77162946	VITRUVIUS
Registration Number:	2494773	PERSONALPATH
Registration Number:	2493488	PERSONALPATH.COM
Registration Number:	2729549	UAI
Registration Number:	2673563	FRANKLIN HEALTH
Registration Number:	2678058	PARADIGMHEALTH
Registration Number:	2613146	PERSONALPATH

CORRESPONDENCE DATA

Fax Number: (212)230-7740

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 212-318-6556

900098958

TRADEMARK
REEL: 003718 FRAME: 0287

CH \$240.00 77012118

Email: kathleenmangual@paulhastings.com
Correspondent Name: Kathleen Mangual
Address Line 1: c/o Paul Hastings LLP
Address Line 2: 75 East 55th Street
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	56704.00101 PARADIGMSYS 2
NAME OF SUBMITTER:	Kathleen Mangual
Signature:	/s/ Kathleen Mangual
Date:	02/13/2008

Total Attachments: 110

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SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of June 26, 2007, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of General Electric Capital Corporation ("GE Capital"), as administrative agent and collateral agent (in such capacity, together with its successors and permitted assigns, the "Administrative Agent") for the Lenders and the L/C Issuers (as defined in the Second Lien Credit Agreement referred to below).

W I T N E S S E T H:

WHEREAS, pursuant to the Second Lien Credit Agreement, dated as of June 26, 2007 (as amended, restated, supplemented or otherwise modified from time to time, the "Second Lien Credit Agreement"), among the Borrower, Holdings and the Lenders from time to time party thereto and Administrative Agent and the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to a Second Lien Guaranty and Security Agreement of dated as of June 26, 2007 herewith in favor of the Administrative Agent (the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Second Lien Credit Agreement) of the other Loan Parties; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Intellectual Property Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Administrative Agent to enter into the Second Lien Credit Agreement and to induce the Lenders to make or continue to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with the Administrative Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Intellectual Property Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations on the terms set forth in the Loan Documents, hereby mortgages, pledges and hypothecates to the Administrative Agent, for the benefit of the Secured Parties, and grants to the Administrative Agent, for the 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 such Grantor (the "Intellectual Property Collateral"):

(a) Copyrights.

(i) all of its Copyrights and registrations and applications for registration thereof and all registered IP Licenses and applications therefor providing for the grant to such Grantor of any right under any Copyright, including, without limitation, those referred to on Schedule 1A hereto;

(ii) all renewals, reversions and extensions of the foregoing;

(iii) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof, other than, in the case of clauses (i) through (iii), with respect to Excluded Property.

(b) Patents.

(i) all of its registered Patents and applications for registration therefor and all registered IP Licenses and applications thereof providing for the grant to such Grantor of any right under any Patent, including, without limitation, those referred to on Schedule 1B hereto;

(ii) all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing;

(iii) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof, other than, in the case of clauses (i) through (iii), with respect to Excluded Property.

(c) Trademarks.

(i) all of its Trademarks and applications for registration thereof and all registered IP Licenses and applications therefor providing for the grant to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1C hereto;

(ii) all renewals and extensions of the foregoing;

(iii) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(iv) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof, other than, in the case of clauses (i) through (iii), with respect to Excluded Property.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Intellectual Property Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with such Grantor's Intellectual Property Collateral and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Intellectual Property Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Intellectual Property Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

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

IM US HOLDINGS, LLC
INVERNESS MEDICAL INNOVATIONS, INC.
ADVANTAGE DIAGNOSTICS CORPORATION
APPLIED BIOTECH, INC.
BINAX, INC.
FIRST CHECK DIAGNOSTICS CORP.
FOREFRONT DIAGNOSTICS, INC.
INCA ACQUISITION, INC.
INNOVATIVE MOBILITY, LLC
INSTANT TECHNOLOGIES, INC.
INVERNESS MEDICAL - BIOSTAR, INC.
INVERNESS MEDICAL INTERNATIONAL HOLDING CORP.
INVERNESS MEDICAL INTERNATIONAL HOLDING CORP. II
INNOVATIONS RESEARCH, LLC
INVERNESS MEDICAL, LLC
ISCHEMIA TECHNOLOGIES, INC.
IVC INDUSTRIES, INC.
INNOVACON, INC.
OSTEX INTERNATIONAL, INC.
QUALITY ASSURED SERVICES, INC.
SELF CARE TECHNOLOGY, INC.
SPDH, INC.
UNIPATH ONLINE, INC.
WAMPOLE LABORATORIES, LLC, as Grantors

Approved
As To Form


Legal Department

By: _____
Name: David Teitel

Title: President, Chief Financial Officer & Treasurer,
Vice President, Finance, Vice President, Vice
President, Finance, Vice President, Finance,
Vice President, Treasurer, Chief Financial
Officer, Vice President, Finance, Vice President,
Finance, President, President, Vice
President, Finance, Vice President, Finance,
Vice President, Finance, Vice President,
Finance, Vice President, Finance, Vice
President, Finance, Chief Financial Officer, Vice
President, Finance, President, Vice
President, Vice President

[SIGNATURE PAGE TO SECOND LIEN IP SECURITY AGREEMENT]

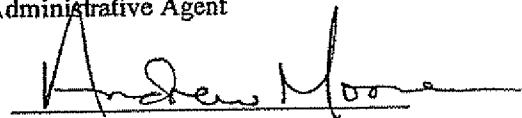
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REEL: 003718 FRAME: 0294

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION,
as Administrative Agent

By:



Name:

Title:

Andrew D Moore

Duly Authorized Signatory

[SIGNATURE PAGE TO SECOND LIEN IP SECURITY AGREEMENT]

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TRADEMARK
REEL: 003718 FRAME: 0295

**SCHEDULE 1A
TO
SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT**

A. REGISTERED COPYRIGHTS

None.

B. COPYRIGHT APPLICATIONS

None.

C. REGISTERED IP LICENSES AND ANY APPLICATIONS THEREFOR

None.

**SCHEDULE 1B
TO
SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT**

A. REGISTERED PATENTS

[Include Owner, Registration Number and Date]

B. PATENT APPLICATIONS

[Include Owner, Application Number and Date]

C. REGISTERED IP LICENSES AND ANY APPLICATIONS THEREFOR

[Include complete legal description of agreement (name of agreement, parties and date)]

File Number	Country	Filing date	Filing number	Grant date	Grant number	List of Owners or Assignees
IM0059	AT	19/MAR/2004	Gm1905/2004			Advantage Diagnostics Corporation
IM0089	AU	19/MAR/2004	2004254558			Advantage Diagnostics Corporation
IM0089	BR	19/MAR/2004	P10411059.5			Advantage Diagnostics Corporation
IM0089	CA	19/MAR/2004	2528108			Advantage Diagnostics Corporation
IM0089	CN	19/MAR/2004	200480015772.7			Advantage Diagnostics Corporation
IM0089	CZ	19/MAR/2004	2005-17219	10/APR/2006	16422	Advantage Diagnostics Corporation
IM0089	DE	19/MAR/2004	BA200400032.5	08/APR/2006	212004000032.5	Advantage Diagnostics Corporation
IM0089	DK	19/MAR/2004	BA200500290	13/APR/2007	DK200500290	Advantage Diagnostics Corporation
IM0089	EP	19/MAR/2004	04765762.8			Advantage Diagnostics Corporation
IM0089	HK	19/MAR/2004	06105552.1			Advantage Diagnostics Corporation
IM0089	JP	19/MAR/2004	2006-503248			Advantage Diagnostics Corporation
IM0089	KR	19/MAR/2004	20-2005-7000007			Advantage Diagnostics Corporation
IM0089	MX	19/MAR/2004	PAU12005100303			Advantage Diagnostics Corporation
IM0089	PT	19/MAR/2004	2005003742			Advantage Diagnostics Corporation
IM0089	RU	19/MAR/2004	2005121589M	27/NOV/2006	58717	Advantage Diagnostics Corporation
IM0089	US	19/MAR/2004	2005121589M	15/JUN/2007	19471	Advantage Diagnostics Corporation
IM0089	US	06/JUN/2003	10466771			Advantage Diagnostics Corporation
AB10005	CA	23/JUL/2002	2465404			Applied Biotech, Inc.
IM0079	US	02/JUN/2003	1014533.17			Applied Biotech, Inc.
BNX0001	US	16/APR/1998	091050885	22/AUG/2000	6106732	Binax, Inc.
ENX0002	US	19/MAR/1998	091044677	15/APR/2003	6508309	Binax, Inc.
ENX0003	AU	25/AUG/1999	56503/99	30/JAN/2003	759833	Binax, Inc.
BNX0003	CA	25/AUG/1999	2342141	17/OCT/2006	2342141	Binax, Inc.
BNX0003	CN	25/AUG/1999	99810035.8	28/JAN/2004	99810035.8	Binax, Inc.
BNX0003	EP	25/AUG/1999	998433841.7	03/JAN/2007	1107773	Binax, Inc.
BNX0003	JP	25/AUG/1999	2000-865904	03/APR/2007	244714	Binax, Inc.
BNX0003	MX	25/AUG/1999	PA/av1/002057			Binax, Inc.
BNX0003	US	09/13/9720		20/APR/2005	E293457	Binax, Inc.
BNX0004	AT	20/SEP/1999	99948305.0	24/JUL/2003	759329	Binax, Inc.
BNX0004	AU	20/SEP/1999	61513/99			Binax, Inc.
BNX0004	BE	20/SEP/1999	99948305.0	20/APR/2005	1113917	Binax, Inc.
BNX0004	CA	20/SEP/1999	2342783			Binax, Inc.
BNX0004	CH	20/SEP/1999	99948305.0	20/APR/2005	1113617	Binax, Inc.
BNX0004	CN	20/SEP/1999	99811042.6	17/AUG/2005	99811042.6	Binax, Inc.
BNX0004	DE	20/SEP/1999	99948305.0	20/APR/2005	1113817	Binax, Inc.
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BNX0022	US	06/OCT/2005	11/24/4996	Binax, Inc.
BNX0022	US	08/DEC/2005	60/875741	Binax, Inc.
BNX0025	US	06/JAN/2007	60/675750	Binax, Inc.
BNX0027	US	20/OCT/2006	60/853264	Binax, Inc.
BNX0028	US	17/JAN/2007	60/880791	Binax, Inc.
BNX0029	US	10/APR/2007	60/910904	Binax, Inc.
BNX0033	US	02/SEP/2003	10/653321	Forefront Diagnostics, Inc.
BNX0023	US	22/MAY/2001	2409151	Forefront Diagnostics, Inc.
A310006	CA	29/MAR/2002	2443077	Inverness Medical - BioStar Inc.
A310007	CA	07/DEC/2006	20780/01	Inverness Medical - BioStar Inc.
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US	22/MAR/1998	29/10/24/18	10/OCT/2000	D431867	Inverness Medical - Biosstar Inc.
US	02/OCT/2003	10/6809335			Ischemia Technologies, Inc.
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US	02/OCT/2003	09/1859226	10/DEC/2002	6492179	Ischemia Technologies, Inc.
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**SCHEDULE 1C
TO
SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT**

D. REGISTERED TRADEMARKS

[Include Owner, Registration Number and Date]

E. TRADEMARK APPLICATIONS

[Include Owner, Application Number and Date]

F. REGISTERED IP LICENSES AND ANY APPLICATIONS THEREFOR

[Include complete legal description of agreement (name of agreement, parties and date)]

四庫全書

WANT 2'S	Wanted 2's, LLC	HONDURAS	0002084 0002094 0002104 0002114 0002124	0002105A 0002115A 0002125A	148
Want It All	Want It All, LLC	PANAMA	0002135A 0002145A 0002155A 0002165A	0002145A 0002155A 0002165A	152
Want to Stand Out	Want to Stand Out, LLC	PORTUGAL	0002175A 0002185A 0002195A	0002175A 0002185A 0002195A	153
Want Your Own Design	Want Your Own Design, LLC	SPAIN	0002205A 0002215A 0002225A	0002205A 0002215A 0002225A	154
Want Your Own Design	Want Your Own Design, LLC	COSTA RICA	0002235A 0002245A	0002235A 0002245A	155
WantZ	WantZ, LLC	CHINA	0002255A 0002265A	0002255A 0002265A	156
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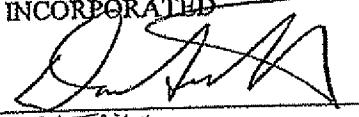
**COUNTERPART TO
SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This counterpart, dated as of June 29, 2007, is delivered pursuant to that certain Second Lien Intellectual Property Security Agreement dated as of June 26, 2007 (as from time to time amended, modified or supplemented, the "Intellectual Property Security Agreement"; the terms defined therein and not otherwise defined herein being used as therein defined), among each of the Grantors listed on the signature pages thereto and General Electric Capital Corporation, as Agent. The undersigned hereby agrees (i) that this counterpart may be attached to the Intellectual Property Security Agreement, and (ii) that the undersigned will comply with and be subject to, including representations and warranties, all the terms and conditions of the Intellectual Property Security Agreement as if it were an original signatory thereto.

Schedules IA, IB and IC of the Intellectual Property Security Agreement are hereby supplemented with the information relating to the undersigned set forth on Schedules IA, IB and IC hereto, respectively. All references in the Intellectual Property Security Agreement to such Schedules shall be deemed to refer to such Schedules, as supplemented hereby.

[SIGNATURE PAGE FOLLOWS]

BIOSITE INCORPORATED

By: 
Name: David Teitel
Title: Treasurer

Approved
As To Form


Legal Department

[SIGNATURE PAGE TO SECOND LIEN COUNTERPART TO IP SECURITY AGREEMENT]

LEGAL_US_E # 75512367

TRADEMARK
REEL: 003718 FRAME: 0316

SUPPLEMENTAL SCHEDULES
TO
SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT
DATED AS OF JUNE 26, 2007
AMONG
THE GRANTORS PARTY THERETO
AND
GENERAL ELECTRIC CAPITAL CORPORATION,
AS ADMINISTRATIVE AGENT

These Supplemental Schedules are being delivered in connection with the joinder of Biosite Incorporated as a Grantor to the Second Lien Guaranty and Security Agreement among the Borrower, the Grantors party thereto and General Electric Capital Corporation, as Administrative Agent dated as of June 26, 2007 (the "*Agreement*"). The Supplemental Schedules (the "*Schedules*") are dated as of June 29, 2007 and give effect to, and contain data relating to, the acquisition by a wholly-owned subsidiary of Inverness Medical Innovations, Inc. of the capital stock of Biosite Incorporated only. Unless otherwise stated, capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Agreement.

The headings contained in the Schedules are included for convenience only and are not intended to limit the effect of the disclosures contained in the Schedules or to expand the scope of the information required to be disclosed in the schedules.

No reference to or listing, description, disclosure or other inclusion of any item or other matter in the Schedules shall be construed to mean that such item or other matter is required to be referred to, listed, described, disclosed or otherwise so included in the Schedules. The reference to or listing, description, disclosure or other inclusion of any item or other matter, including, without limitation, any change, violation, breach, debt, obligation or liability, in the Schedules shall not be construed to be an admission or suggestion that such item or matter constitutes a violation of, breach or default under, any contract, agreement, note, lease or otherwise. No disclosure in the Schedules relating to any possible breach or violation of any agreement, law or regulation shall be construed as an admission or indication that any such breach or violation exists or has actually occurred.

**SCHEDULE 1A
TO
SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT**

Copyrights - None.

**SCHEDULE 1B
TO
SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT**

See attached list of patents.

Title	Inventor	Application No. Filing Date	Patent No. Issue Date
Polypeptides Related to Natriuretic Peptides and Methods of their Identification and Use	Buechler, Kenneth F. Fung, Eric Thomas Yip, Tai-Tung	2522709 04/19/2004	
Polypeptides Related to Natriuretic Peptides and Methods of Their Identification and Use	Buechler, Kenneth F. Fung, Eric Thomas Yip, Tai-Tung	10/827919 04/19/2004	
Human Antibodies	Buechler, Joe Valkirs, Gunars E. Gray, Jeff Lonberg, Nils	09/453234 12/01/1999	6794132 09/21/2004
Human Antibodies	Lonberg, Nils Buechler, Joe Gray, Jeff Valkirs, Gunars E.	10/111365 04/01/2002	7135287 11/14/2006
Human Antibodies as Diagnostic Reagents	Buechler, Joe Valkirs, Gunars E. Gray, Jeff Lonberg, Nils	11/521060 09/13/2006	
Human Antibodies as Diagnostic Reagents	Buechler, Joe Valkirs, Gunars E. Gray, Jeff Lonberg, Nils	09/456090 12/06/1999	6680209 01/20/2004
Human Antibodies as Detection Reagents	Buechler, Joe Valkirs, Gunars E. Gray, Jeff Lonberg, Nils	10/149737 06/06/2002	7189515 03/13/2007
Assays and Kits for Detecting Analytes In the Presence of Cross-Reacting Substances	Buechler, Joe Valkirs, Gunars E. Gray, Jeff Lonberg, Nils	11/685068 03/12/2007	
Methods for Concentrating Ligands Using Magnetic Particles	Valkirs, Gunars E.	08/006341 01/19/1993	5914241 06/22/1999
Polyvalent Display Libraries	Valkirs, Gunars E.	09/054918 04/03/1998	6348318 02/19/2002
Polyvalent Display Libraries	Valkirs, Gunars E. Gray, Jeff	08/832985 04/04/1997	6057098 05/02/2000
Polyvalent Display Libraries	Valkirs, Gunars E. Gray, Jeff	09/563055 05/01/2000	6986986 01/17/2006

Title	Inventor	Application No.	Patent No.
		Filing Date	Issue Date
Folyclonal Libraries	Gray, Jeff Buechler, Joe Valkirs, Gunars E.	08/835159 04/04/1997	6555310 04/29/2003
Diagnostic Tests and Kits for Clostridium Difficile	Valkirs, Gunars E.	08/832935 04/04/1997	5966375 10/12/1999
Diagnostic Tests and Kits for Clostridium Difficile	Valkirs, Gunars E.	09/363960 07/29/1999	6503722 01/07/2003
Recombinant Library Screening Methods	Dower, William J. Cwirka, Steven E.	07/517659 05/01/1990	5427908 06/27/1995
Recombinant Library Screening Methods	Dower, William J. Cwirka, Steven E.	08/376326 01/20/1995	5580717 12/03/1996
RECOMBINANT LIBRARY SCREENING METHODS	Dower, William J. Cwirka, Steven E.	08/450754 05/25/1995	
DIAGNOSTIC ASSAY FOR DETECTION OF CRYPTOSPORIDIUM PARVUM	Gray, Jeff Valkirs, Gunars E. Buechler, Joe	09/158180 09/21/1998	
Diagnostic Assays for Detection of Cryptosporidium Parvum	Gray, Jeff Valkirs, Gunars E. Buechler, Joe	09/8377933 06/07/2001	7052858 05/30/2006
Diagnostic Assays for Detection of Giardia Lamblia	Buechler, Joe Govindaraj, Shanthi Gray, Jeff Valkirs, Gunars E.	10/155163 05/23/2002	6908739 06/21/2005
Diagnostic Assays for Detection of Entamoeba Histolytica	Valkirs, Gunars E. Buechler, Joe Gray, Jeff	09/158347 09/21/1998	6207395 03/27/2001
Chimeric Polyclonal Antibodies	Buechler, Joe Valkirs, Gunars E. Gray, Jeff	09/410903 10/02/1999	6420113 07/16/2002
Chimeric Polyclonal Antibodies	Buechler, Joe	10/193960 07/12/2002	
Use of a Tag to Enrich Polypeptides Libraries	Buechler, Joe Valkirs, Gunars Gray, Jeff	11/015628 12/16/2004	
Assays for Detection of Bacillus Anthracis	Lee, Bruce A. Flores, Becky M. Valkirs, Gunars E.	09/754947 01/04/2001	6828110 12/07/2004

Title	Inventor	Application No.	Patent No.
		Filing Date	Issue Date
Assays for Detection of Bacillus Anthracis	Lee, Bruce A. Flores, Becky M. Valkirs, Gunars E.	10/890083 07/12/2004	
Methods for Detecting B. Anthracis Infection	Valkirs, Gunars E. Buechler, Kenneth F.	10/339744 01/08/2003	
Methods for Detecting B. Anthracis Infection	Valkirs, Gunars E. Buechler, Kenneth F.	10/447300 05/27/2003	
Compositions and Methods for Phage Display of Polypeptides	Gray, Jeff Valkirs, Gunars E.	11/198920 08/05/2005	
Latent Protein C Assays and Their Uses for Diagnosis and/or Prognosis in Systemic Inflammatory Response Syndromes	Valkirs, Gunars E. Buechler, Joe	11/614836 12/21/2006	
High Sensitivity Secretagogin Assays and Their Uses for Diagnosis and/or Prognosis	Buechler, Joe Nakamura, Kevin	11/654901 01/17/2007	

TITLE	INVENTORS	CNTRY	SERIAL NO./ FILING DATE	REG NO./ REG. DATE
Devices and Methods for Performing Receptor Binding Assays Using Magnetic Particles	John Michael Anderberg David M. Gregory	USA	60/834,073 07/28/2006	
Methods and Compositions For Monitoring And Risk Prediction in Cardiorenal Syndrome	Gunars Valkirs Paul H. McPherson	USA	60/859,137 11/14/2006	
Methods and compositions for monitoring and risk prediction in cardiorenal syndrome	Gunars Valkirs Paul H. McPherson	USA	60/891,342 02/23/2007	
Method and Compositions for Diagnosis and Prognosis of Renal Artery Stenosis	Gunars Valkirs Paul H. McPherson	USA	60/859,136 11/14/2006	

BIOSITE Case Listing

Country	Application Number	Application Date	Patent Number	Grant Date	Title
United States of America	11/1512743	8/29/2006			USE OF SOLUBLE FLT-1 AND ITS FRAGMENTS IN CARDIOVASCULAR CONDITIONS
United States of America	11/6844498	3/9/2007			METHODS AND COMPOSITIONS FOR THE DIAGNOSIS OF DISEASES OF THE AORTA
United States of America	11/7752135	5/22/2007			USE OF NATRIURETIC PEPTIDES AS DIAGNOSTIC AND PROGNOSTIC INDICATORS IN VASCULAR DISEASES
United States of America	07/583738	10/10/1990	5091512	2/25/1992	Fibrinogen-specific monoclonal antibody
United States of America	07/364053	6/8/1989	5120834	6/9/1992	Fibrin-specific monoclonal antibody
United States of America	07/833800	2/14/1992	5223410	6/29/1993	Method for production of antibodies using an antigen-free animal
United States of America	07/295568	1/10/1989	5028535	7/2/1991	THRESHOLD LIGAND-RECEPTOR ASSAY
United States of America	08/284035	8/1/1994	5679526	10/21/1997	THRESHOLD LIGAND-RECEPTOR ASSAY
United States of America	08/871900	6/11/1997	5339272	8/17/1999	NON-COMPETITIVE THRESHOLD LIGAND-RECEPTOR ASSAYS
United States of America	08/458276	6/2/1995	5922615	7/13/1999	DEVICE FOR LIGAND RECEPTOR METHODS
United States of America	09/249321	2/11/1999	6297060	10/22/2001	DEVICE FOR LIGAND RECEPTOR METHODS
United States of America	07/463150	1/1/0/1990	5083991	2/18/1992	THRESHOLD LIGAND-RECEPTOR ASSAY
United States of America	07/583046	9/14/1990	5143852	9/1/1992	ANTIBODIES TO LIGAND ANALOGUES AND THEIR UTILITY IN LIGAND-RECEPTOR ASSAYS
United States of America	07/808515	12/16/1991	5233042	8/3/1993	NOVEL COCAINE DERIVATIVES AND PROTEIN AND POLYPEPTIDE COCAINE DERIVATIVE CONJUGATES AND LABELS
United States of America	07/8864110	4/6/1992	5414085	5/9/1995	NOVEL BARBITURATE DERIVATIVES AND PROTEIN AND POLYPEPTIDE BARBITURATE DERIVATIVE CONJUGATES AND LABELS

BIOSITE Case Listing

Country	Application Number	Application Date	Patent Number	Grant Date	Title
United States of America	07/864108	4/6/1992	5470997	11/28/1995	AMPHETAMINE DERIVATIVES AND PROTEIN AND POLYPEPTIDE AMPHETAMINE DERIVATIVE CONJUGATES AND LABELS
United States of America	07/864106	4/6/1992	5237057	8/17/1993	NOVEL TETRAHYDROCANNABINOL DERIVATIVES AND PROTEIN AND POLYPEPTIDE TETRAHYDROCANNABINOL DERIVATIVE CONJUGATES AND LABELS
United States of America	08/032598	3/17/1993	5302703	4/12/1994	TETRAHYDROCANNABINOL DERIVATIVES AND PROTEIN AND POLYPEPTIDE TETRAHYDROCANNABINOL DERIVATIVE CONJUGATES AND LABELS
United States of America	07/864093	4/6/1992	5302715	4/12/1994	NOVEL BENZODIAZEPINE DERIVATIVES AND PROTEIN AND POLYPEPTIDE BENZODIAZEPINE DERIVATIVE CONJUGATES AND LABELS
United States of America	07/864104	4/6/1992	5331109	7/19/1994	PHENCYCLIDINE DERIVATIVES AND PROTEIN AND POLYPEPTIDE PHENCYCLIDINE DERIVATIVE CONJUGATES AND LABELS
United States of America	08/241061	5/11/1994	6777190	8/17/2004	CROSSTALK INHIBITORS AND THEIR USES
United States of America	08/101677	8/3/1993	5525524	6/11/1996	CROSSTALK INHIBITORS AND THEIR USES
United States of America	07/887526	5/21/1992	5455852	10/17/1995	DIAGNOSTIC DEVICES FOR THE CONTROLLED MOVEMENT OF A REAGENT WITHOUT MEMBRANES
United States of America	08/447895	5/23/1995	6019944	2/1/2000	DIAGNOSTIC DEVICES AND APPARATUS FOR THE CONTROLLED MOVEMENT OF REAGENTS WITHOUT MEMBRANES

BIOSITE Case Listing

Country	Application Number	Application Date	Patent Number	Grant Date	Title
United States of America	08447981		5/23/1995 5888527	3/23/1999	DIAGNOSTIC DEVICES AND APPARATUS FOR THE CONTROLLED MOVEMENT OF REAGENTS WITHOUT MEMBRANES
United States of America	08/828041	3/27/1997 6156270		12/15/2000	DIAGNOSTIC DEVICES AND APPARATUS FOR THE CONTROLLED MOVEMENT OF REAGENTS WITHOUT MEMBRANES
United States of America	08/902775	7/30/1997 6271040		8/7/2001	DIAGNOSTIC DEVICES AND APPARATUS FOR THE CONTROLLED MOVEMENT OF REAGENTS WITHOUT MEMBRANES
United States of America	08/810569	3/3/1997 6143576		11/7/2000	NON-POROUS DIAGNOSTIC DEVICES FOR THE CONTROLLED MOVEMENT OF REAGENTS
United States of America	09/613650	7/11/2000			DIAGNOSTIC DEVICES FOR THE CONTROLLED MOVEMENT OF REAGENTS WITHOUT MEMBRANES
United States of America	09/805653	3/13/2001 6767510		7/27/2004	DIAGNOSTIC DEVICES AND APPARATUS FOR THE CONTROLLED MOVEMENT OF REAGENTS WITHOUT MEMBRANES
United States of America	09/982629	10/18/2001 6905882		6/14/2005	DIAGNOSTIC DEVICES AND APPARATUS FOR THE CONTROLLED MOVEMENT OF REAGENTS WITHOUT MEMBRANES
United States of America	10/697351	10/29/2003			DIAGNOSTIC DEVICES AND APPARATUS FOR THE CONTROLLED MOVEMENT OF REAGENTS WITHOUT MEMBRANES
United States of America	10/7792258	3/2/2004			DIAGNOSTIC DEVICES AND APPARATUS FOR THE CONTROLLED MOVEMENT OF REAGENTS WITHOUT MEMBRANES
United States of America	11/022297	12/21/2004			DIAGNOSTIC DEVICES AND APPARATUS FOR THE CONTROLLED MOVEMENT OF REAGENTS WITHOUT MEMBRANES

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Country	Application Number	Application Date	Patent Number	Grant Date	Title
United States of America	08/416034		4/31/1995 5710256	1/20/1998	METHADONE DERIVATIVES AND PROTEIN AND POLYPEPTIDE METHADONE DERIVATIVE CONJUGATES AND LABELS
United States of America	07/973997	11/9/1992	6037455	3/14/2000	PROPOXYPHENE DERIVATIVES AND PROTEIN AND POLYPEPTIDE PROPOXYPHENE DERIVATIVE CONJUGATES AND LABELS
United States of America	08/071203	6/1/1993	5480792	1/21/1996	ANTIBODIES TO COMPLEXES OF LIGAND RECEPTORS AND LIGANDS AND THEIR UTILITY IN LIGAND-RECEPTOR ASSAYS
United States of America	08/458901	6/2/1995	5985573	11/16/1999	ANTIBODIES TO COMPLEXES OF LIGAND RECEPTORS AND LIGANDS AND THEIR UTILITY IN LIGAND-RECEPTOR ASSAYS
United States of America	08/101782	8/3/1993	5851776	12/22/1998	CONJUGATES AND ASSAYS FOR SIMULTANEOUS DETECTION OF MULTIPLE LIGANDS
United States of America	08/311098	9/22/1994	5763189	6/9/1998	FLUORESCENCE ENERGY TRANSFER AND INTRAMOLECULAR ENERGY TRANSFER IN MICROPARTICLES USING NOVEL COMPOUNDS
United States of America	08/409298	3/23/1995	6251687	6/26/2001	FLUORESCENCE ENERGY TRANSFER AND INTRAMOLECULAR ENERGY TRANSFER IN PARTICLES USING NOVEL COMPOUNDS
United States of America	08/389969	2/15/1995	5610283	3/11/1997	OPIATE DERIVATIVES AND PROTEIN AND POLYPEPTIDE OPIATE DERIVATIVE CONJUGATION AND LABELS
United States of America	08/423582	4/18/1995	5795725	8/18/1998	NOVEL METHODS FOR THE ASSAY OF TROPONIN I AND T AND COMPLEXES OF TROPONIN I AND T AND SELECTION OF ANTIBODIES FOR USE IN IMMUNOASSAYS

BIOSITE Case Listing

Country	Application Number	Application Date	Patent Number	Grant Date	Title
United States of America	08/633248	4/18/1996	6174886	1/16/2001	NOVEL METHODS FOR THE ASSAY OF TROPONIN I AND T AND COMPLEXES OF TROPONIN I AND T AND SELECTION OF ANTIBODIES FOR USE IN IMMUNOASSAYS
United States of America	08/769077	12/18/1996	6627404	9/30/2003	METHODS FOR IMPROVING THE RECOVERY OF TROPONIN I AND T IN MEMBRANES, FILTERS AND VESSELS
United States of America	09/349194	7/7/1999	6939678	9/6/2005	NOVEL METHODS FOR THE ASSAY OF TROPONIN I AND T AND COMPLEXES OF TROPONIN I AND T AND SELECTION OF ANTIBODIES FOR USE IN IMMUNOASSAYS
United States of America	09/425318	10/21/1999	6579687	6/17/2003	NOVEL METHODS FOR THE ASSAY OF TROPONIN I AND T AND COMPLEXES OF TROPONIN I AND T AND SELECTION OF ANTIBODIES FOR USE IN IMMUNOASSAYS
United States of America	09/687051	10/11/2000	6991907	1/31/2006	NOVEL METHODS FOR THE ASSAY OF TROPONIN I AND T AND COMPLEXES OF TROPONIN I AND T AND SELECTION OF ANTIBODIES FOR USE IN IMMUNOASSAYS
United States of America	10/459006	6/10/2003			METHODS FOR IMPROVING THE RECOVERY OF TROPONIN I AND T IN MEMBRANES, FILTERS AND VESSELS
United States of America	10/850954	5/21/2004			NOVEL METHODS FOR THE ASSAY OF TROPONIN I AND T AND COMPLEXES OF TROPONIN I AND T AND SELECTION OF ANTIBODIES FOR USE IN IMMUNOASSAYS
United States of America	11/673397	2/9/2007			METHODS FOR IMPROVING THE RECOVERY OF TROPONIN I AND T IN MEMBRANES, FILTERS AND VESSELS
United States of America	08/517949	8/22/1995	6803040	10/12/2004	DERIVATIVES OF TRICYCLIC ANTIDEPRESSANTS AND PROTEIN AND POLYPEPTIDE TRICYCLIC ANTIDEPRESSANT DERIVATIVE CONJUGATES AND LABELS

BIOSITE Case Listing

Country	Application Number	Application Date	Patent Number	Grant Date	Title
United States of America	08/704804	8/26/1996	6391265	5/21/2002	DEVICES INCORPORATING FILTERS FOR FILTERING FLUID SAMPLES
United States of America	10/153423	5/21/2002			DEVICES FOR INCORPORATING FILTERS FOR FILTERING FLUID SAMPLES
United States of America	08/620597	3/22/1996	5824799	10/20/1998	HYBRID PHTHALOCYANINE DERIVATIVES AND THEIR USES
United States of America	09/776599	2/1/2001	7083984	8/1/2006	HYBRID PHTHALOCYANINE DERIVATIVES AND THEIR USES
United States of America	08/274534	7/12/1994	6238931	5/29/2001	FLUORESCENCE ENERGY TRANSFER AND PARTICLES
United States of America	09/066255	4/24/1998	6964844	11/15/2005	HYBRID PHTHALOCYANINE DERIVATIVES AND THEIR USES
United States of America	11/448613	6/6/2006			HYBRID PHTHALOCYANINE DERIVATIVES AND THEIR USES
United States of America	08/749702	11/15/1996	6113855	9/5/2000	DEVICES COMPRISING MULTIPLE CAPILLARITY INDUCING SURFACES
United States of America	09/612815	7/10/2000	6638907	12/30/2003	DEVICES COMPRISING MULTIPLE CAPILLARITY INDUCING SURFACES
United States of America	10/746282	12/24/2003			DEVICES COMPRISING MULTIPLE CAPILLARITY INDUCING SURFACES
United States of America	08/837309	4/9/1997	6544797	4/8/2003	COMPOSITIONS AND METHODS FOR INHIBITING LIGHT-INDUCED INACTIVATION OF BIOLOGICAL REAGENTS
United States of America	10/338182	1/7/2003			NOVEL COMPOSITIONS AND METHODS FOR INHIBITING LIGHT-INDUCED INACTIVATION OF BIOLOGICAL REAGENTS
United States of America	09/081722	5/13/1998	6670196	12/30/2003	RAPID EVALUATION OF THE RATIO OF BIOLOGICAL MOLECULES
United States of America	10/697356	10/29/2003	7202042	4/10/2007	RAPID EVALUATION OF THE RATIO OF BIOLOGICAL MOLECULES
United States of America	08/821888	3/21/1997	5947124	9/7/1999	DIAGNOSTIC FOR DETERMINING THE TIME OF A HEART ATTACK
United States of America	08/942370	10/21/1997	6106779	8/22/2000	A LYSIS CHAMBER FOR USE IN AN ASSAY DEVICE
United States of America	09/003066	1/5/1998	6074616	6/13/2000	MEDIA CARRIER FOR AN ASSAY DEVICE

BIOSITE Case Listing

Country	Application Number	Application Date	Patent Number	Grant Date	Title
United States of America	09/545699	4/6/2000	6392894	5/21/2002	MEDIA CARRIER FOR AN ASSAY DEVICE
United States of America	07/299277	1/23/1989	5202234	4/13/1993	MYOCARDIAL INFARCTION ASSAY
United States of America	07/832299	5/13/1992	5326592	7/5/1994	FLUORESCENT MICROPARTICLES WITH CONTROLLABLE ENHANCED STOKES SHIFT
United States of America	09/358130	7/20/1999	6302919	10/16/2001	REVERSE-FLOW CENTRIFUGAL FILTRATION METHOD
United States of America	11/204764	8/15/2005			USE OF A GLUTATHIONE PEROXIDASE 1 AS A MARKER IN CARDIOVASCULAR CONDITIONS
United States of America	09/003090	1/5/1998	6830731	12/14/2004	IMMUNOASSAY FLUOROMETER
United States of America	10/1267232	10/8/2002			IMMUNOASSAY FLUOROMETER
United States of America	10/841274	5/7/2004			IMMUNOASSAY FLUOROMETER
United States of America	09/003065	1/5/1998	6194222	2/27/2001	METHODS FOR MONITORING THE STATUS OF ASSAYS AND IMMUNOASSAYS
United States of America	09/712615	11/13/2000			METHODS FOR MONITORING THE STATUS OF ASSAYS AND IMMUNOASSAYS
United States of America	11/676032	2/16/2007			METHODS FOR MONITORING THE STATUS OF ASSAYS AND IMMUNOASSAYS
United States of America	08/993750	12/19/1997	6156521	12/16/2000	METHODS FOR THE RECOVERY AND MEASUREMENT OF TROPOIN COMPLEXES
United States of America	09/1835298	4/13/2001			USE OF B-TYPE Natriuretic Peptide AS A PROGNOSTIC INDICATOR IN ACUTE CORONARY SYNDROMES
United States of America	10/389720	3/13/2003			USE OF B-TYPE Natriuretic Peptide AS A PROGNOSTIC INDICATOR IN ACUTE CORONARY SYNDROMES
United States of America	10/225082	8/20/2002			DIAGNOSTIC MARKERS OF STROKE AND CEREBRAL INJURY AND METHOD OF USE THEREOF
United States of America	10/371149	2/20/2003			DIAGNOSTIC MARKERS OF STROKE AND CEREBRAL INJURY AND METHOD OF USE THEREOF

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Country	Application Number	Application Date	Patient Number	Grant Date	Title
United States of America	10/673077	9/26/2003			DIAGNOSTIC MARKERS OF STROKE AND CEREBRAL INJURY AND METHOD OF USE THEREOF
United States of America	10/1714078	11/14/2003			DIAGNOSTIC MARKERS OF STROKE AND CEREBRAL INJURY AND METHODS OF USE THEREOF
United States of America	10/8758800	6/23/2004			DIAGNOSTIC MARKERS OF STROKE AND CEREBRAL INJURY AND METHOD OF USE THEREOF
United States of America	10/330696	12/27/2002			MARKERS FOR DIFFERENTIAL DIAGNOSIS AND METHODS OF USE THEREOF
United States of America	10/728067	12/3/2003			USE OF THROMBUS PRECURSOR PROTEIN AND MONOCYTE CHEMOATTRACTANT PROTEIN AS DIAGNOSTIC AND PROGNOSTIC INDICATORS IN VASCULAR DISEASES
United States of America	10/952275	9/27/2004			METHODS AND COMPOSITIONS FOR THE DIAGNOSIS OF SEPSIS
United States of America	11/022552	12/23/2004			METHODS AND COMPOSITIONS FOR DETERMINING TREATMENT REGIMENS IN SYSTEMIC INFLAMMATORY RESPONSE SYNDROMES
United States of America	10/759216	1/20/2004			BIMARKERS FOR SEPSIS
United States of America	11/53312	10/3/2006			METHODS AND COMPOSITIONS FOR DIAGNOSIS AND/OR PROGNOSIS IN SYSTEMIC INFLAMMATORY RESPONSE SYNDROMES
United States of America	11/690767	3/23/2007			METHODS AND COMPOSITIONS FOR DIAGNOSIS AND/OR PROGNOSIS IN SYSTEMIC INFLAMMATORY RESPONSE SYNDROMES
United States of America	11/7770608	6/28/2007			METHODS AND COMPOSITIONS FOR ARGinine ANALOGS AND METHODS FOR THEIR SYNTHESIS AND USE
United States of America					

BIOSITE Case Listing

Country	Application Number	Application Date	Patent Number	Grant Date	Title
United States of America	10/1339086		5,412,002		DIAGNOSTIC MARKERS OF ACUTE CORONARY SYNDROME AND METHODS OF USE THEREOF
United States of America	11/205571	8/17/2005			DIAGNOSTIC MARKERS OF ACUTE CORONARY SYNDROME AND METHODS OF USE THEREOF
United States of America	10/331127	12/27/2002			DIAGNOSTIC MARKERS OF ACUTE CORONARY SYNDROME AND METHODS OF USE THEREOF
United States of America	10/410572	4/8/2003			METHOD AND SYSTEM FOR DISEASE DETECTION USING MARKER COMBINATIONS
United States of America	10/1603891	6/24/2003			SYSTEM AND METHOD FOR IDENTIFYING A PANEL OF INDICATORS
United States of America	11/737621	4/19/2007			(PROTEOME) MARKERS FOR DIFFERENTIAL DIAGNOSIS AND METHODS OF USE THEREOF
United States of America	10/419059	4/17/2003			(PROTEOME) MARKERS FOR DIFFERENTIAL DIAGNOSIS AND METHODS OF USE THEREOF
United States of America	10/645874	8/20/2003			POLYPEPTIDES RELATED TO NATRIURETIC PEPTIDES AND METHODS OF THEIR IDENTIFICATION AND USE
United States of America	10/938760	9/9/2004			METHODS AND COMPOSITIONS FOR MEASURING BIOLOGICALLY ACTIVE NATRIURETIC PEPTIDES AND FOR IMPROVING THEIR THERAPEUTIC POTENTIAL
United States of America	11/560425	11/16/2006			METHODS AND COMPOSITIONS FOR MEASURING NATRIURETIC PEPTIDES AND USES THEREOF
United States of America	11/222494	9/7/2005			COMPOSITIONS AND METHODS FOR TREATING CARDIOVASCULAR DISEASE AND MYOCARDIAL INFARCTION WITH DIPEPTIDYL PEPTIDASE INHIBITORS OR B TYPE NATRIURETIC PEPTIDE ANALOGUES RESISTANT TO PROLYL-SPECIFIC DIPEPTIDYL DEGRADATION
					METHODS AND COMPOSITIONS FOR MEASURING CANINE BNP AND USES THEREOF

BIOSITE Case Listing

Country	Application Number	Application Date	Patent Number	Grant Date	Title
United States of America	10/778919	2/12/2004	6887952	5/3/2005	N-ARYL-CARBAMIC ACID ESTER-DERIVED AND VALERIC ACID ESTER-DERIVED CROSS-LINKERS AND CONJUGATES AND METHODS FOR THEIR SYNTHESIS AND USE
United States of America	11/080211	3/14/2005	6967107	11/22/2005	N-ARYL-CARBAMIC ACID ESTER-DERIVED AND VALERIC ACID ESTER-DERIVED CROSS-LINKERS AND CONJUGATES AND METHODS FOR THEIR SYNTHESIS AND USE
United States of America	11/184746	7/19/2005			N-ARYL-CARBAMIC ACID ESTER-DERIVED AND VALERIC ACID ESTER-DERIVED CROSS-LINKERS AND CONJUGATES AND METHODS FOR THEIR SYNTHESIS AND USE
United States of America	11/450150	6/9/2006			METHODS AND COMPOSITIONS FOR THE DIAGNOSIS OF VENOUS THROMBOEMBOLIC DISEASE

**SCHEDULE 1C
TO
SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT**

See attached list of trademarks.

COUNTRY	TRADEMARK	CLASS(ES)	APPL. NO. FILING DATE	REG NO. ISSUE DATE
US	AN UNFAIR ADVANTAGE	1, 42	75609619 12/21/1998	2453707 05/22/2001
US	BIOSITE DISCOVERY AN UNFAIR ADVANTAGE & Design	1, 5, 42	751655110 03/05/1999	2456030 05/29/2001
US	OMNICLONAL	1, 5	751609841 12/21/1998	2476239 08/07/2001

MARK	COUNTRY	SERIAL NO. FILING DATE	REG. NO./ REG. DATE
MULTIMARKER INDEX	USA	78/574,678 02/24/2005	

TRADEMARK
REEL: 003718 FRAME: 0336

Biosite (U.S. only)

Trademark Number	Country	Mark	Portfolio Status	Owner	Application No.	Application Date	Registration Number	Registration Date
071949-4501	United States of America	IN TIME TO DECIDE	Registered	Biosite Inc	78/056518	4/3/2001	7/30/2002	2601205
071949-4601	United States of America	NEW DIMENSIONS IN DIAGNOSIS	Registered	Biosite Inc	78/072981	7/9/2001	8/26/2003	2757467
071949-4701	United States of America	ASCEND MULTIMUNOASSAY	Registered	Biosite Inc	74/489582	2/14/1994	10/3/1995	1923243
071949-4801	United States of America	BIOSITE (Stylized)	Registered	Biosite Inc	74/260208	3/30/1992	9/28/1993	1794618
071949-4802	United States of America	BIOSITE (Stylized)	Registered	Biosite Inc	74/260475	3/30/1992	10/5/1993	1796567
071949-4819	United States of America	BIOSITE and Design	Registered	Biosite Inc	76/634473	3/28/2005	10/10/2006	3152581
071949-5101	United States of America	TRIAGE	Registered	Biosite Inc	74/525008	5/16/1994	2/6/1996	1954150
071949-5202	United States of America	TpP Stylized	Registered	Biosite Inc	75/172105	9/26/1996	1/14/2003	2673476
071949-5401	United States of America	EXPRESS TEST	Registered	Biosite Inc	75/075619	3/20/1996	12/1/1998	2207727
071949-5402	United States of America	EXPRESS TEST and Design	Registered	Biosite Inc	75/098733	5/2/1996	9/21/1999	2279640
071949-8101	United States of America	CARDIO PROFILER	Registered	Biosite Inc	78/178159	10/24/2002	6/7/2005	2960760

SUPPLEMENTAL SCHEDULES
TO
SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT
DATED AS OF JUNE 26, 2007
AMONG
THE GRANTORS PARTY THERETO
AND
GENERAL ELECTRIC CAPITAL CORPORATION,
AS ADMINISTRATIVE AGENT

The following Supplemental Schedules (the “*Schedules*”) of the Grantors with respect to that certain Second Lien Intellectual Property Security Agreement among the Grantors party thereto and General Electric Capital Corporation, as Administrative Agent dated as of June 26, 2007 (the “*Agreement*”) are being delivered pursuant to Section 7 of Schedule 7.15 to the Second Lien Credit Agreement by and among the Borrower, Holdings, the Lenders party thereto, General Electric Capital Corporation, as Administrative Agent, UBS Securities LLC, as Syndication Agent, Joint Lead Arranger and Sole Bookrunner, and GE Capital Markets, Inc., as Joint Lead Arranger dated as of June 26, 2007 . Unless otherwise stated, capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Agreement. The Schedules give effect to, and contain data relating to, the acquisition by a wholly-owned subsidiary of Inverness Medical Innovations, Inc. of the capital stock of Quality Assured Services, Inc., only. Unless otherwise stated, capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Agreement.

The headings contained in the Schedules are included for convenience only and are not intended to limit the effect of the disclosures contained in the Schedules or to expand the scope of the information required to be disclosed in the schedules.

No reference to or listing, description, disclosure or other inclusion of any item or other matter in the Schedules shall be construed to mean that such item or other matter is required to be referred to, listed, described, disclosed or otherwise so included in the Schedules. The reference to or listing, description, disclosure or other inclusion of any item or other matter, including, without limitation, any change, violation, breach, debt, obligation or liability, in the Schedules shall not be construed to be an admission or suggestion that such item or matter constitutes a violation of, breach or default under, any contract, agreement, note, lease or otherwise. No disclosure in the Schedules relating to any possible breach or violation of any agreement, law or regulation shall be construed as an admission or indication that any such breach or violation exists or has actually occurred.

**SCHEDULE 1A
TO
SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT**

Copyrights - None

**SCHEDULE 1B
TO
SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT**

Patents - None

SCHEDULE 1C
TO
SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT

Trademarks - Quality Assured Services, Inc.

Name of Mark	Serial Number	Status
Cafe PTINR	78857466	Approved 04-10-2007
QAS	78857429	Pending Approval (Published for opposition)
INRCare	78810066	Pending Approval (Published for opposition)
Town Hall Meeting	78867671	Pending Approval (Published for opposition)
The Best Way to Test	77030923	Pending Approval
IN-Range	78866759	Abandoned
Vitamin K Registry	78866731	Abandoned
PTINR.COM	78857424	Allowed for Registration on Supplemental Register
Vitamin K Food Diary	78866740	Allowed for Registration on Supplemental Register

**COUNTERPART TO
SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This counterpart, dated as of August [15], 2007, is delivered pursuant to that certain Second Lien Intellectual Property Security Agreement dated as of June 26, 2007 (as from time to time amended, modified or supplemented, the "Intellectual Property Security Agreement"; the terms defined therein and not otherwise defined herein being used as therein defined), among each of the Grantors listed on the signature pages thereto and General Electric Capital Corporation, as Agent. The undersigned hereby agrees (i) that this counterpart may be attached to the Intellectual Property Security Agreement, and (ii) that the undersigned will comply with and be subject to, including representations and warranties, all the terms and conditions of the Intellectual Property Security Agreement as if it were an original signatory thereto.

Schedule IA, IB, and IC of the Intellectual Property Security Agreement are hereby supplemented with the information relating to the undersigned set forth on Schedule IA, IB and IC hereto, respectively. All references in the Intellectual Property Security Agreement to such Schedules shall be deemed to refer to such Schedules, as supplemented hereby.

[SIGNATURE PAGE FOLLOWS]

DIAMICS, INC.

By:

Name: Peter Gombrich

Title: Chairman and CEO

[SIGNATURE PAGE TO COUNTERPART TO IP SECURITY AGREEMENT – DIAMICS, INC. – SECOND LIEN]
LEGAL_US_E # 76026077

TRADEMARK
REEL: 003718 FRAME: 0343

SUPPLEMENTAL SCHEDULES
TO
SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT
DATED AS OF JUNE 26, 2007
AMONG
THE GRANTORS PARTY THERETO
AND
GENERAL ELECTRIC CAPITAL CORPORATION,
AS ADMINISTRATIVE AGENT

These Supplemental Schedules are being delivered in connection with the joinder of Diamics, Inc. as a Grantor to the Second Lien Guaranty and Security Agreement among the Borrower, the Grantors party thereto and General Electric Capital Corporation, as Administrative Agent dated as of June 26, 2007 (the "*Agreement*"). The Supplemental Schedules (the "*Schedules*") are dated as of August 15, 2007 and give effect to, and contain data relating to, the acquisition by a wholly-owned subsidiary of Inverness Medical Innovations, Inc. of certain of the capital stock of Diamics, Inc. only. Unless otherwise stated, capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Agreement.

The headings contained in the Schedules are included for convenience only and are not intended to limit the effect of the disclosures contained in the Schedules or to expand the scope of the information required to be disclosed in the schedules.

No reference to or listing, description, disclosure or other inclusion of any item or other matter in the Schedules shall be construed to mean that such item or other matter is required to be referred to, listed, described, disclosed or otherwise so included in the Schedules. The reference to or listing, description, disclosure or other inclusion of any item or other matter, including, without limitation, any change, violation, breach, debt, obligation or liability, in the Schedules shall not be construed to be an admission or suggestion that such item or matter constitutes a violation of, breach or default under, any contract, agreement, note, lease or otherwise. No disclosure in the Schedules relating to any possible breach or violation of any agreement, law or regulation shall be construed as an admission or indication that any such breach or violation exists or has actually occurred.

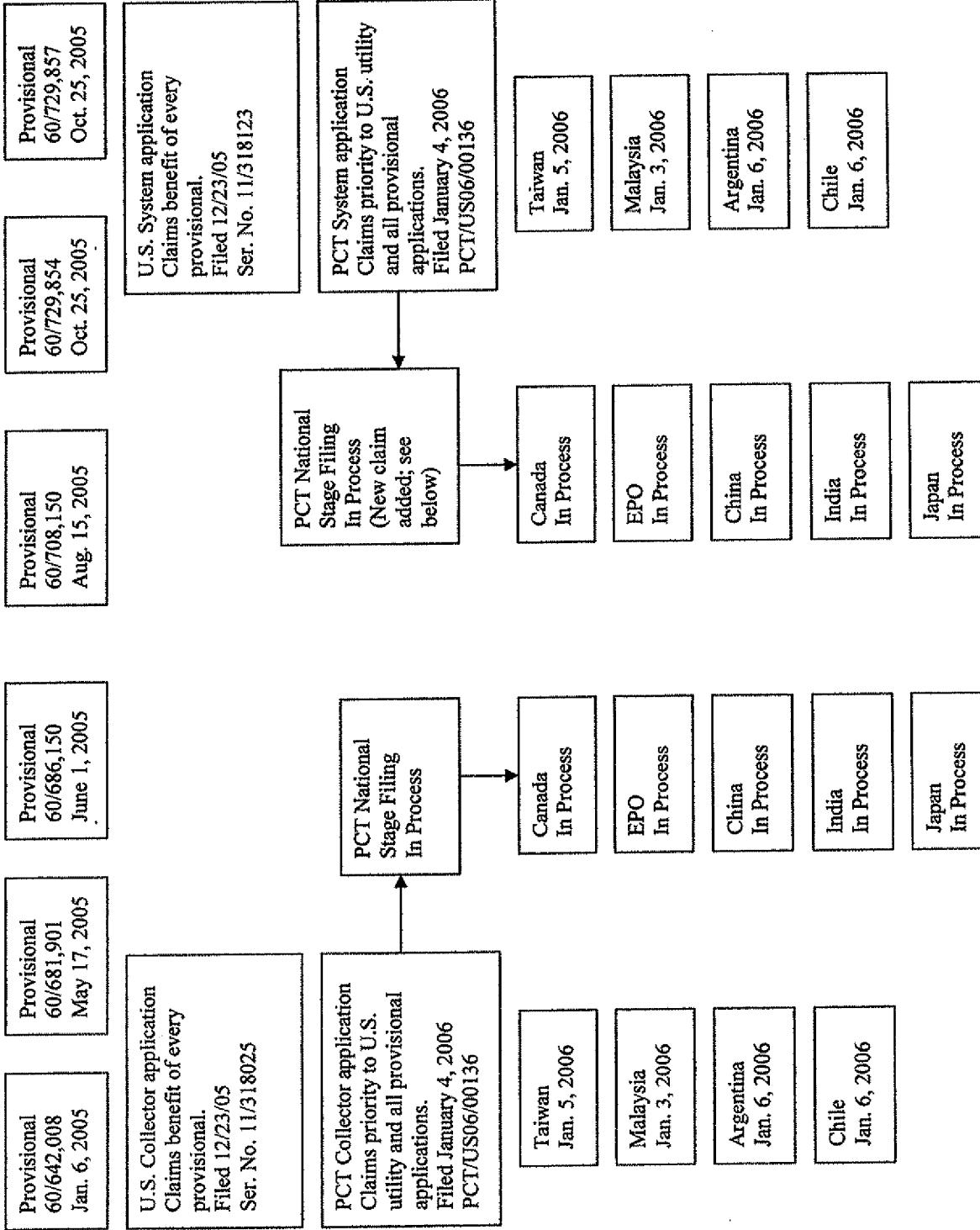
SCHEDULE 1A
TO
SECOND
FIRST LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT

Copyrights - None

SCHEDULE 1B
TO
~~SECOND~~ FIRST LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT

See attached list of patents.

CERVICAL ANALYSIS SYSTEM AND COLLECTOR PATENTS



CERVICAL ANALYSIS SYSTEM AND COLLECTOR PATENTS
New claim added to U.S. system application

A system comprising:
means for collecting and maintaining the spatial orientation
of cervical cell clusters;
means for transferring a sample of the collected cell
clusters onto a slide while maintaining the spatial orientation of
the transferred sample and without changing or destroying the
morphological aspects of the transferred sample; and
a container with preservative for receiving the remaining
collected cervical cell clusters, the preservative maintaining the
morphological aspects of the remaining cell clusters and
their antigenicity.

ASSAY FOR INDICATING A CELL TISSUE CONDITION PATENT

Provisional application
60/885146
Filed Jan. 16, 2007

POINT OF CARE CERVICAL SCREENING SYSTEM

Provisional application
60/939533
Filed May 22, 2007

SCHEDULE 1C
TO
~~FIRST LIEN~~ INTELLECTUAL PROPERTY SECURITY AGREEMENT

See attached list of trademarks.

TRADEMARKS

CYSAVE
SN 78/748299
Filed 11/7/05
Stat: Allowed

CYSRAY
SN 78/748247
Filed 11/7/05
Stat: Allowed

C-MAP
SN 78/799137
Filed 1/25/06
Stat: Allowed

CER-COL
SN 78/799144
Filed 1/25/06
Stat: Allowed

**COUNTERPART TO
SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This counterpart, dated as of October 12, 2007, is delivered pursuant to that certain Second Lien Intellectual Property Security Agreement dated as of June 26, 2007 (as from time to time amended, modified or supplemented, the "Intellectual Property Security Agreement"; the terms defined therein and not otherwise defined herein being used as therein defined), among each of the Grantors listed on the signature pages thereto and General Electric Capital Corporation, as Agent. The undersigned hereby agrees (i) that this counterpart may be attached to the Intellectual Property Security Agreement, and (ii) that the undersigned will comply with and be subject to, including representations and warranties, all the terms and conditions of the Intellectual Property Security Agreement as if it were an original signatory thereto.

Schedule IA, IB, and IC of the Intellectual Property Security Agreement are hereby supplemented with the information relating to the undersigned set forth on Schedule IA, IB and IC hereto, respectively. All references in the Intellectual Property Security Agreement to such Schedules shall be deemed to refer to such Schedules, as supplemented hereby.

[SIGNATURE PAGE FOLLOWS]

CHOLESTECH CORPORATION

By:

Name: David Teitel

Title: Vice President Finance

[SIGNATURE PAGE TO COUNTERPART TO IP SECURITY AGREEMENT – CHOLESTECH CORPORATION – SECOND LIEN]
LEGAL_US_E # 76561878

TRADEMARK
REEL: 003718 FRAME: 0352

SUPPLEMENTAL SCHEDULES
TO
SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT
DATED AS OF JUNE 26, 2007
AMONG
THE GRANTORS PARTY THERETO
AND
GENERAL ELECTRIC CAPITAL CORPORATION,
AS ADMINISTRATIVE AGENT

These Supplemental Schedules are being delivered in connection with the joinder of Cholestech Corporation as a Grantor to the Second Lien Guaranty and Security Agreement among the Borrower, the Grantors party thereto and General Electric Capital Corporation, as Administrative Agent dated as of June 26, 2007 (the “*Agreement*”). The Supplemental Schedules (the “*Schedules*”) are dated as of October 12 2007 and give effect to, and contain data relating to, the acquisition by Inverness Medical Innovations, Inc. of certain of the capital stock of Cholestech Corporation only. Unless otherwise stated, capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Agreement.

The headings contained in the Schedules are included for convenience only and are not intended to limit the effect of the disclosures contained in the Schedules or to expand the scope of the information required to be disclosed in the schedules.

No reference to or listing, description, disclosure or other inclusion of any item or other matter in the Schedules shall be construed to mean that such item or other matter is required to be referred to, listed, described, disclosed or otherwise so included in the Schedules. The reference to or listing, description, disclosure or other inclusion of any item or other matter, including, without limitation, any change, violation, breach, debt, obligation or liability, in the Schedules shall not be construed to be an admission or suggestion that such item or matter constitutes a violation of, breach or default under, any contract, agreement, note, lease or otherwise. No disclosure in the Schedules relating to any possible breach or violation of any agreement, law or regulation shall be construed as an admission or indication that any such breach or violation exists or has actually occurred.

**SCHEDULE 1A
TO
SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT**

Copyrights - None

SCHEDULE 1B
TO
SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT

Issued Patents:

PATENT NUMBER	TITLE	ISSUE DATE	EXPIRATION DATE	COUNTRIES GRANTED
US 5,110,72	Multi-Analyte Assay Device	5/05/92	5/05/09	U.S.
US 5,114,350	Controlled-Volume Assay Apparatus	5/19/92	5/19/09	U.S.
US 5,156,964	Assay Device and Method using a Signal Modulating Compound	10/20/9	10/20/09	U.S.
US 5,171,688	Self-Correcting Assay Device	12/15/92	12/15/09	U.S.
US 5,213,965	Solid-Phase Precipitation Assay Device	5/25/93	5/25/10	U.S., PCT, Japan, Korea, Australia
US 5,213,964	High-Density Lipoprotein Solid-Phase Precipitation Assay Method	5/25/93	5/25/10	U.S. PCT, Japan, Korea, Australia
US 5,316,916	HDL Solid Phase Assay Device	5/31/94	5/31/11	U.S. PCT, Japan, Korea, Australia
US 5,451,370	High Density Lipoprotein Assay Device and Method	4/19/05	4/19/22	U.S., PCT, Japan
US 7,220,595	Automated Immunoassay Cassette,	5-22-07		US

Pending Applications:

PATENT APPLICATION NUMBER	TITLE	FILING DATE
20040235182	Adhered Membranes Retaining Porosity and Biological Activity	4/02/03
Unpublished	Novel Algorithm to measure LDL Cholesterol	1/07
20050221502	Assay System and Method for Direct Measurement of LDL Cholesterol	4/02/04
20030224471	High-Density Lipoprotein Assay Device and Method	4/9/02

SCHEDULE 1C
TO
SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT

Trademarks:

TRADEMARK	COUNTRY	REGISTRATION NUMBER
Cholestech	Argentina	1,614,070
Cholestech	Australia	A589031
Cholestech	Benelux	526249
Cholestech	Brazil	818323957
Cholestech	Canada	430,654
Cholestech	France	92 443 221
Cholestech	Germany	2 066 360
Cholestech	Italy	00644845
Cholestech	Japan	3093467
Cholestech	Mexico	510537
Cholestech	Spain	1733685
Cholestech	Switzerland	531.830
Cholestech	United Kingdom	B1517230
Cholestech	United States of America	1,767,348
Cholestech GDX	Australia	936842
Cholestech GDX	European Community	296017
Cholestech GDX	Republic of Korea	579229
Cholestech GDX	Taiwan	91051354
Cholestech GDX	Taiwan	1066087
Cholestech GDX	United States of America	2,882,423
Cholestech L D X	Mexico	510536
Cholestech L D X	United States of America	1,705,798
Cholestech L*D*X	Argentina	1,643,621
Cholestech L*D*X	Brazil	818323949
Cholestech L.D.X	Benelux	526250
Cholestech L.D.X	France	92443220
Cholestech L.D.X	Germany	2,059,006
Cholestech L.D.X	Spain	1730024
Cholestech LDX	Italy	644846
Design (Cholestech Logo)	United States of America	1,799,242

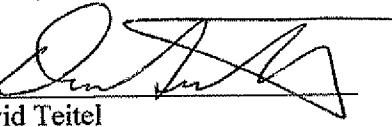
**COUNTERPART TO
SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This counterpart, dated as of December 6, 2007, is delivered pursuant to that certain Second Lien Intellectual Property Security Agreement dated as of June 26, 2007 (as from time to time amended, modified or supplemented, the "Intellectual Property Security Agreement"; the terms defined therein and not otherwise defined herein being used as therein defined), among each of the Grantors listed on the signature pages thereto and General Electric Capital Corporation, as Agent. The undersigned hereby agrees (i) that this counterpart may be attached to the Intellectual Property Security Agreement, and (ii) that the undersigned will comply with and be subject to, including representations and warranties, all the terms and conditions of the Intellectual Property Security Agreement as if it were an original signatory thereto.

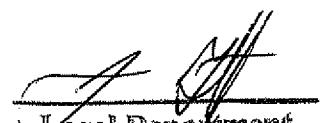
Schedule IA, IB, and IC of the Intellectual Property Security Agreement are hereby supplemented with the information relating to the undersigned set forth on Schedule IA, IB and IC hereto, respectively. All references in the Intellectual Property Security Agreement to such Schedules shall be deemed to refer to such Schedules, as supplemented hereby.

[SIGNATURE PAGE FOLLOWS]

HEMOSENSE, INC.

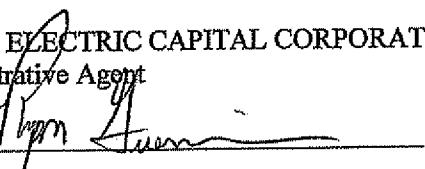
By: 
Name: David Teitel
Title: Treasurer

Approved
As To Form


Legal Department

ACKNOWLEDGED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION
as Administrative Agent

By: 
Name: Ryan Guenin
Title: Duly Authorized Signatory

[SIGNATURE PAGE TO COUNTERPART TO IP SECURITY AGREEMENT – HEMOSENSE, INC. – SECOND LIEN]

LEGAL DS P# 7714662

TRADEMARK
REEL: 003718 FRAME: 0359

SUPPLEMENTAL SCHEDULES
TO
SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT
DATED AS OF JUNE 26, 2007
AMONG
THE GRANTORS PARTY THERETO
AND
GENERAL ELECTRIC CAPITAL CORPORATION,
AS ADMINISTRATIVE AGENT

These Supplemental Schedules are being delivered in connection with the joinder of HemoSense, Inc. as a Grantor to the Second Lien Guaranty and Security Agreement among the Borrower, the Grantors party thereto and General Electric Capital Corporation, as Administrative Agent dated as of June 26, 2007 (the "*Agreement*"). The Supplemental Schedules (the "*Schedules*") are dated as of December 6, 2007 and give effect to, and contain data relating to, the acquisition by Inverness Medical Innovations, Inc. of the capital stock of HemoSense, Inc. only. Unless otherwise stated, capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Agreement.

The headings contained in the Schedules are included for convenience only and are not intended to limit the effect of the disclosures contained in the Schedules or to expand the scope of the information required to be disclosed in the schedules.

No reference to or listing, description, disclosure or other inclusion of any item or other matter in the Schedules shall be construed to mean that such item or other matter is required to be referred to, listed, described, disclosed or otherwise so included in the Schedules. The reference to or listing, description, disclosure or other inclusion of any item or other matter, including, without limitation, any change, violation, breach, debt, obligation or liability, in the Schedules shall not be construed to be an admission or suggestion that such item or matter constitutes a violation of, breach or default under, any contract, agreement, note, lease or otherwise. No disclosure in the Schedules relating to any possible breach or violation of any agreement, law or regulation shall be construed as an admission or indication that any such breach or violation exists or has actually occurred.

**SCHEDULE 1A
TO
SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT**

Copyrights - None

**SCHEDULE 1B
TO
SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT**

Patents - See attached.

SCHEDULE 1B - PATENTS

Priority	Filing Date	Application No.	Patent No./ (Pub. Date)	Patent Date/ (Pub. Date)	Title	Inventor(s)	Status
US-ORD	9/14/06	11/532,072	Not yet published		Device and Method for Measuring Properties of a Sample	Farnam, W. Edward III Navarro, Maria	Pending; foreign filing due 09/14/07
US-ORD	6/27/97	US 08/884,027	US 6,046,051	04/04/00	Method and device for measuring blood coagulation or lysis by viscosity changes	Jina, Arvind N.	Issued; fourth year maintenance fee was paid; maintenance fee due 10/04/07
US-CON	11/9/98	US 09/195,842	US 6,060,323	05/09/00	Method and device for measuring blood coagulation or lysis by viscosity changes	Jina, Arvind N.	Issued; fourth year maintenance fee was paid; maintenance fee due 11/09/07
US-CON	11/5/99	US 09/231,731	US 6,066,504	05/23/00	Coagulation or lysis assays using an electroactive species	Jina, Arvind N.	Issued; fourth year maintenance fee was paid; maintenance fee due 11/23/07
US-DIV	4/4/00	US 09/542,886	US 6,338,821	01/15/02	Method and device for measuring blood coagulation or lysis by viscosity changes	Jina, Arvind N.	Issued; fourth year maintenance fee was paid; window for payment of eighth year maintenance fee opens on 01/15/09
US-CON	1/15/02	US 10/050,676	N/A	N/A	Method and device for measuring blood coagulation or lysis by viscosity changes	Confirmed	Abandoned
US-CP	1/15/99	US 09/232,768	US 6,673,622	01/06/04	Coagulation or lysis assays by measuring impedance	Jina, Arvind N.	Issued
PCT	7/29/98	PCT/US98/15801	(WO 00/06761)	(02/10/00)	Method and device for measuring blood coagulating or lysis by viscosity changes	Jina, Arvind N.	30-month done
PCT-EP	7/29/98	EP 98939118	EP 1151268	12/22/04	Method and device for measuring blood coagulating or lysis by viscosity changes	Jina, Arvind N.	Granted; validated in FR, DE, IE, and GB
EP-FR	7/29/98	EP 98939118	FR 11151268	12/22/04	Method and device for measuring blood coagulating or lysis by viscosity changes	Jina, Arvind N.	Granted

Priority	Filing Date	Application No.	Patent No./ (Pub. Date)	Patent Date/ (Pub. Date)	Title	Inventor(s)	Status
EP-DE	7/29/98	EP 98939118	DE 68928319	12/22/04	Method and device for measuring blood coagulating or lysis by viscosity changes	Jina, Arvind N.	Granted
EP-IE	7/29/98	EP 98939118	IE 1151268	12/22/04	Method and device for measuring blood coagulating or lysis by viscosity changes	Jina, Arvind N.	Granted
EP-GB	7/29/98	EP 98939118	GB 1151268	12/22/04	Method and device for measuring blood coagulating or lysis by viscosity changes	Jina, Arvind N.	Granted
EP-DIV	7/29/98	EP 984076315	(EP 1482296)	(12/01/04)	Method and device for measuring blood coagulating or lysis by viscosity changes	Jina, Arvind N.	Pending; response to examination report due 09/04/07
US-ORD	5/31/07	11/756,582	Not yet published	Not yet published	Particle fraction determination of a sample	Greenquist, Alan C. McInerny, Margaret	Pending; response to notice to file missing parts due 09/05/07

**SCHEDULE 1C
TO
SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT**

Trademarks - None

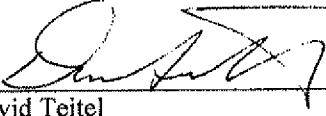
**COUNTERPART TO
SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This counterpart, dated as of December 21, 2007, is delivered pursuant to that certain Second Lien Intellectual Property Security Agreement dated as of June 26, 2007 (as from time to time amended, modified or supplemented, the "Intellectual Property Security Agreement"; the terms defined therein and not otherwise defined herein being used as therein defined), among each of the Grantors listed on the signature pages thereto and General Electric Capital Corporation, as Agent. The undersigned hereby agrees (i) that this counterpart may be attached to the Intellectual Property Security Agreement, and (ii) that the undersigned will comply with and be subject to, including representations and warranties, all the terms and conditions of the Intellectual Property Security Agreement as if it were an original signatory thereto.

Schedule IA, IB, and IC of the Intellectual Property Security Agreement are hereby supplemented with the information relating to the undersigned set forth on Schedule IA, IB and IC hereto, respectively. All references in the Intellectual Property Security Agreement to such Schedules shall be deemed to refer to such Schedules, as supplemented hereby.

[SIGNATURE PAGE FOLLOWS]

ALERE MEDICAL, INC.

By: 
Name: David Teitel
Title: Vice President, Finance

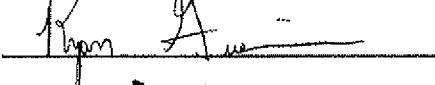
Approved
As To Form


Legal Department

[SIGNATURE PAGE TO COUNTERPART TO IP SECURITY AGREEMENT – ALERE CA – SECOND LIEN]
LEGAL_US_E # 77612515

ACKNOWLEDGED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION
as Administrative Agent

By: 
Name: Ryan Guenin
Title: Duly Authorized Signatory

[SIGNATURE PAGE TO COUNTERPART TO IP SECURITY AGREEMENT - ALERE CA - SECOND LIEN]
LEGAL_US_E # 77612515

SUPPLEMENTAL SCHEDULES
TO
SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT
DATED AS OF JUNE 26, 2007
AMONG
THE GRANTORS PARTY THERETO
AND
GENERAL ELECTRIC CAPITAL CORPORATION,
AS ADMINISTRATIVE AGENT

These Supplemental Schedules are being delivered in connection with the joinder of Alere Medical, Inc., a California corporation ("Alere"), as a Grantor to the Second Lien Guaranty and Security Agreement among the Borrower, the Grantors party thereto and General Electric Capital Corporation, as Administrative Agent dated as of June 26, 2007 (the "Agreement"). The Supplemental Schedules (the "Schedules") are dated as of December 21, 2007 and give effect to, and contain data relating to, the acquisition by Inverness Medical Innovations, Inc. of the capital stock of Alere, only. Unless otherwise stated, capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Agreement.

The headings contained in the Schedules are included for convenience only and are not intended to limit the effect of the disclosures contained in the Schedules or to expand the scope of the information required to be disclosed in the schedules.

No reference to or listing, description, disclosure or other inclusion of any item or other matter in the Schedules shall be construed to mean that such item or other matter is required to be referred to, listed, described, disclosed or otherwise so included in the Schedules. The reference to or listing, description, disclosure or other inclusion of any item or other matter, including, without limitation, any change, violation, breach, debt, obligation or liability, in the Schedules shall not be construed to be an admission or suggestion that such item or matter constitutes a violation of, breach or default under, any contract, agreement, note, lease or otherwise. No disclosure in the Schedules relating to any possible breach or violation of any agreement, law or regulation shall be construed as an admission or indication that any such breach or violation exists or has actually occurred.

**SCHEDULE 1A
TO
SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT**

Copyrights - See attached.

Schedule 1A - Copyrights

Registration No.	Title
TX4980607	Alere Nurse Station

B3445309.1

**SCHEDULE 1B
TO
SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT**

Patents - See attached.

Schedule 1B - Patents

COUNTRY	REFERENCE#	TYP	FILED	SERIAL#	ISSUED	PATENT	STATUS
METHOD AND DEVICE FOR DETECTING EDEMA							
UNITED STATES	ALER-003	NEW	10/28/1997	08/959,242	06/29/1999	5,915,386	ISSUED
METHOD AND DEVICE FOR DETECTING EDEMA							
UNITED STATES	ALER-002	NEW	10/28/1997	08/958,688	06/20/2000	6,077,222	ISSUED
METHOD AND DEVICE FOR DETECTING EDEMA							
UNITED STATES	ALER-004	NEW	10/28/1997	08/959,001	09/28/1999	5,957,867	ISSUED
UNITED STATES	ALER-004DIV	DIV	06/07/1999	09/327,153	02/13/2001	6,186,962	ISSUED
METHODS AND SYSTEMS FOR EVALUATING PATIENT DATA							
UNITED STATES	ALER-005(SP)	NEW	11/30/2004	11/001,667			ABANDONED
PATIENT INTERFACE SYSTEM WITH A SCALE							
UNITED STATES	ALER-001	NEW	10/28/1997	08/958,689	06/27/2000	6,080,106	ISSUED
UNITED STATES	ALER-001CIP	CIP	09/20/1999	09/399,982	06/25/2002	6,409,662	ISSUED

**SCHEDULE 1C
TO
SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT**

Trademarks - See attached.

Schedule 1C - Trademarks

USPTO Serial No.	Mark	Type of Mark
78537021	PRAISE	Service Mark
78537096	HEART SMART SOLUTIONS	Trademark; Service Mark
75766963	ALERE	Trademark

B3445309.1

- 7 -

**COUNTERPART TO
SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This counterpart, dated as of January 11, 2008, is delivered pursuant to that certain Second Lien Intellectual Property Security Agreement dated as of June 26, 2007 (as from time to time amended, modified or supplemented, the "Intellectual Property Security Agreement"; the terms defined therein and not otherwise defined herein being used as therein defined), among each of the Grantors listed on the signature pages thereto and General Electric Capital Corporation, as Agent. The undersigned hereby agrees (i) that this counterpart may be attached to the Intellectual Property Security Agreement, and (ii) that the undersigned will comply with and be subject to, including representations and warranties, all the terms and conditions of the Intellectual Property Security Agreement as if it were an original signatory thereto.

Schedule IA, IB, and IC of the Intellectual Property Security Agreement are hereby supplemented with the information relating to the undersigned set forth on Schedule IA, IB and IC hereto, respectively. All references in the Intellectual Property Security Agreement to such Schedules shall be deemed to refer to such Schedules, as supplemented hereby.

[SIGNATURE PAGE FOLLOWS]

MILANO ACQUISITION CORP.

By: 

Name: David Teitel

Title: Vice President, Finance

Approved
As To Form



Legal Department

ACKNOWLEDGED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION
as Administrative Agent

By: Ryan Guenin
Name: Ryan Guenin
Title: Duly Authorized Signatory

[SIGNATURE PAGE TO COUNTERPART TO IP SECURITY AGREEMENT – MILANO ACQUISITION CORP. – SECOND LIEN]
LEGAL_US_E # 77846982

SUPPLEMENTAL SCHEDULES
TO
SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT
DATED AS OF JUNE 26, 2007
AMONG
THE GRANTORS PARTY THERETO
AND
GENERAL ELECTRIC CAPITAL CORPORATION,
AS ADMINISTRATIVE AGENT

These Supplemental Schedules are being delivered in connection with the joinder of Milano Acquisition Corp., a Delaware corporation and wholly owned subsidiary of IM US Holdings, LLC ("Milano"), as a Grantor to the Second Lien Guaranty and Security Agreement among the Borrower, the Grantors party thereto and General Electric Capital Corporation, as Administrative Agent dated as of June 26, 2007 (the "*Agreement*"). The Supplemental Schedules (the "*Schedules*") are dated as of January 11, 2008 and give effect to, and contain data relating to, the acquisition by Milano of substantially all the assets of Matritech, Inc., only. Unless otherwise stated, capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Agreement.

The headings contained in the Schedules are included for convenience only and are not intended to limit the effect of the disclosures contained in the Schedules or to expand the scope of the information required to be disclosed in the schedules.

No reference to or listing, description, disclosure or other inclusion of any item or other matter in the Schedules shall be construed to mean that such item or other matter is required to be referred to, listed, described, disclosed or otherwise so included in the Schedules. The reference to or listing, description, disclosure or other inclusion of any item or other matter, including, without limitation, any change, violation, breach, debt, obligation or liability, in the Schedules shall not be construed to be an admission or suggestion that such item or matter constitutes a violation of, breach or default under, any contract, agreement, note, lease or otherwise. No disclosure in the Schedules relating to any possible breach or violation of any agreement, law or regulation shall be construed as an admission or indication that any such breach or violation exists or has actually occurred.

**SCHEDULE 1A
TO
SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT**

Copyrights - None.

**SCHEDULE 1B
TO
SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT**

Patents

US Patents

U.S. Patent No.	Date Issued	Description
5,989,826	11/23/99	Claims to a method for detecting the presence of a cancer in an individual.
6,162,608	12/19/00	Claims to a method of detecting the presence of cancer in an individual.
6,410,247	6/25/02	Claims to a method for detecting the presence of a cancer in an individual.
6,740,494	5/25/04	Claims to a method for detecting the presence of a cancer in an individual.
5,965,376	10/12/99	Claims to methods for evaluating the cytotoxicity of a compound.
5,783,403	7/21/98	Claim to a method of detecting a malignant cell type, or determining the degree of cell death using a binding protein which recognizes MT1 or MT2.
5,882,876	3/16/99	Claims to a method of detecting the presence of a malignancy in a mammal, or to detecting a cancer in an individual using MT2 as a cancer marker.
5,698,439	12/16/97	Claims to nucleic acids, and vectors encoding MT1 and MT2, and host cells harboring such vectors.
5,686,562	11/11/97	Claims to isolated recombinant MT1 and MT2 proteins per se.
5,780,596	7/14/98	Claims to MT1-specific antibodies.
5,547,928	8/20/96	Claims to a protein marker for colon adenocarcinoma.
5,858,683	1/12/99	Claims directed to methods of detecting cervical cancer by detecting presence of TDP-43 marker.
6,027,905	2/22/00	Claims directed to method of detecting cervical cancer by detecting presence of IEF-SSP 9502 marker.
6,803,189	10/12/04	Claims directed to method of detecting cervical cancer by detecting presence of a nucleic acid encoding a cervical cancer-associated protein.

6,936,424	8/30/05	Claims directed to a method of detecting breast cancer by detecting the presence or amount of U2 SnRNPB" in a sample.
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Foreign Patents

Foreign Patent No.	Date Issued or Published	Description
AU 658257	7/24/95	Claims to a method for detecting the presence of a cancer in an individual.
CA 2,122,473	1/23/01	Claims to a method of detecting the presence of cancer in an individual.
EP 642668	4/5/00	Claims to a method for detecting the presence of a cancer in an individual.
JP 3,190,042	5/18/01	Claims to a method for detecting the presence of a cancer in an individual.
AU 681855	1/8/98	Claim to a method of detecting a malignant cell type, or determining the degree of cell death using a binding protein which recognizes MT2.
EP 0647270	1/7/04	Claim to a method of detecting a malignant cell type, or determining the degree of cell death using a binding protein which recognizes MT2.
CA 2,263,888	10/24/04	Claims directed to methods of detecting cervical cancer.
EP 0923740B1	7/5/06	Claims directed to methods of detecting cervical cancer.
EP 1232177	2/21/07	Claims directed to a method of detecting breast cancer by detecting the presence of amount of U2 SnRNPB" in a sample.

Patent Applications

Application No. or Serial No.	Jurisdiction	Date Applied	Description
11/194,051	US	7/29/05	Claims directed to method of detecting breast cancer.
11/232,440	US	9/21/05	Claims directed to method of screening for cancer by measuring or detecting U2 particle (U2 snRNA as species election), not B”.
10-511706	JP	8/19/97	Claims directed to method of detecting cervical cancer.
2001-538959	JP	11/16/00	Claims directed to a method of detecting breast cancer by detecting the presence of amount of U2 SnRNPB” in a sample.
US05/33679	PCT	9/21/05	Claims directed to method of screening for cancer by measuring or detecting U2 particle (U2 snRNA as species election), not B”.
05798983	EP	9/21/05	Claims directed to method of screening for cancer by measuring or detecting U2 particle (U2 snRNA as species election), not B”.

SCHEDULE 1C
TO
SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT

Trademarks

Mark	Country	Registration No.	Date Issued
BLADDERCHEK	EU	2,648,772	6/29/06
BLADDERCHEK	US	2,811,238	2/3/04
MATRITECH	EU	210,435	4/1/96
MATRITECH	US	2,766,248	9/23/03
MATRITECH	JP	4809188	10/8/04
MATRITECH	KR	40-577324	3/12/04
NMP22	EU	66,399	4/1/96
NMP22	US	1,956,141	2/13/96
NMP22	US	1,963,117	3/19/96
UNMP	JP	3,332,669	7/18/97
NMP179	EU	1,350,487	10/19/99
NMP179	US	2,838,902	5/4/04

**COUNTERPART TO
SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This counterpart, dated as of January 24, 2008, is delivered pursuant to that certain Second Lien Intellectual Property Security Agreement dated as of June 26, 2007 (as from time to time amended, modified or supplemented, the "Intellectual Property Security Agreement"; the terms defined therein and not otherwise defined herein being used as therein defined), among each of the Grantors listed on the signature pages thereto and General Electric Capital Corporation, as Agent. The undersigned hereby agrees (i) that this counterpart may be attached to the Intellectual Property Security Agreement, and (ii) that the undersigned will comply with and be subject to, including representations and warranties, all the terms and conditions of the Intellectual Property Security Agreement as if it were an original signatory thereto.

Schedule IA, IB, and IC of the Intellectual Property Security Agreement are hereby supplemented with the information relating to the undersigned set forth on Schedule IA, IB and IC hereto, respectively. All references in the Intellectual Property Security Agreement to such Schedules shall be deemed to refer to such Schedules, as supplemented hereby.

[SIGNATURE PAGE FOLLOWS]

PARADIGMHEALTH, INC.

By: 
Name: David Teitel
Title: Vice President, Finance

Approved
As To Form


Legal Department

[SIGNATURE PAGE TO COUNTERPART TO IP SECURITY AGREEMENT – PARADIGMHEALTH, INC. – SECOND LIEN]
LEGAL USE # 77941772

TRADEMARK
REEL: 003718 FRAME: 0387

ACKNOWLEDGED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION
as Administrative Agent

By: Ryan Guenin
Name: Ryan Guenin
Title: Duly Authorized Signatory

[SIGNATURE PAGE TO COUNTERPART TO IP SECURITY AGREEMENT ~ PARADIGMHEALTH, INC. – SECOND LIEN]
LEGAL_US_E# 77941772

SUPPLEMENTAL SCHEDULES
TO
SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT
DATED AS OF JUNE 26, 2007
AMONG
THE GRANTORS PARTY THERETO
AND
GENERAL ELECTRIC CAPITAL CORPORATION,
AS ADMINISTRATIVE AGENT

These Supplemental Schedules are being delivered in connection with the joinder of ParadigmHealth, Inc., a Delaware corporation and wholly owned subsidiary of IM US Holdings, LLC ("Paradigm Parent"), as a Grantor to the Second Lien Guaranty and Security Agreement among the Borrower, the Grantors party thereto and General Electric Capital Corporation, as Administrative Agent dated as of June 26, 2007 (the "*Agreement*"). The Supplemental Schedules (the "*Schedules*") are dated as of January 22, 2008 and give effect to, and contain data relating to, Paradigm Parent, pursuant to the acquisition by Inverness Medical Innovations, Inc. of capital stock of Paradigm Parent, only. Unless otherwise stated, capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Agreement.

The headings contained in the Schedules are included for convenience only and are not intended to limit the effect of the disclosures contained in the Schedules or to expand the scope of the information required to be disclosed in the schedules.

No reference to or listing, description, disclosure or other inclusion of any item or other matter in the Schedules shall be construed to mean that such item or other matter is required to be referred to, listed, described, disclosed or otherwise so included in the Schedules. The reference to or listing, description, disclosure or other inclusion of any item or other matter, including, without limitation, any change, violation, breach, debt, obligation or liability, in the Schedules shall not be construed to be an admission or suggestion that such item or matter constitutes a violation of, breach or default under, any contract, agreement, note, lease or otherwise. No disclosure in the Schedules relating to any possible breach or violation of any agreement, law or regulation shall be construed as an admission or indication that any such breach or violation exists or has actually occurred.

SCHEDULE 1A
TO
SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT

Copyrights

The following copyright is registered in the name of NeuroCare, Inc. (predecessor company):

Title	Registration No.
NeuroCare East Bay programs community resource manual	TXu-284-426

**SCHEDULE 1B
TO
SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT**

Patents - None

SCHEDULE 1C
TO
SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT

Trademarks

The following trademark is registered in the name of ParadigmHealth, Inc.:

Mark	Registration or Serial Number	Domain	Registration Date	Status	Attorney of Record
NEUROCARE INC. (And Design)	1,559,345	U.S.	10/03/89	Registered	Wilson Sonsini Goodrich & Rosati, P.C.

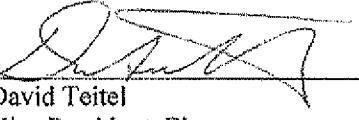
**COUNTERPART TO
SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This counterpart, dated as of January 22, 2008, is delivered pursuant to that certain Second Lien Intellectual Property Security Agreement dated as of June 26, 2007 (as from time to time amended, modified or supplemented, the "Intellectual Property Security Agreement"; the terms defined therein and not otherwise defined herein being used as therein defined), among each of the Grantors listed on the signature pages thereto and General Electric Capital Corporation, as Agent. The undersigned hereby agrees (i) that this counterpart may be attached to the Intellectual Property Security Agreement, and (ii) that the undersigned will comply with and be subject to, including representations and warranties, all the terms and conditions of the Intellectual Property Security Agreement as if it were an original signatory thereto.

Schedule IA, IB, and IC of the Intellectual Property Security Agreement are hereby supplemented with the information relating to the undersigned set forth on Schedule IA, IB and IC hereto, respectively. All references in the Intellectual Property Security Agreement to such Schedules shall be deemed to refer to such Schedules, as supplemented hereby.

[SIGNATURE PAGE FOLLOWS]

PARADIGM HEALTH SYSTEMS, INC.

By: 

Name: David Teitel

Title: Vice President, Finance

Approved
As To Form


Legal Department

[SIGNATURE PAGE TO COUNTERPART TO IP SECURITY AGREEMENT -- PARADIGM HEALTH SYSTEMS, INC. -- SECOND LIEN]
LEGAL_US_E # 77943351

TRADEMARK
REEL: 003718 FRAME: 0394

ACKNOWLEDGED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION
as Administrative Agent

By: Ryan Guenin
Name:
Title: Ryan Guenin
Duly Authorized Signatory

[SIGNATURE PAGE TO COUNTERPART TO IP SECURITY AGREEMENT – PARADIGM HEALTH SYSTEMS, INC. – SECOND LIEN]
LEGAL_US_B # 77943351

SUPPLEMENTAL SCHEDULES
TO
SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT
DATED AS OF JUNE 26, 2007
AMONG
THE GRANTORS PARTY THERETO
AND
GENERAL ELECTRIC CAPITAL CORPORATION,
AS ADMINISTRATIVE AGENT

These Supplemental Schedules are being delivered in connection with the joinder of Paradigm Health Systems, Inc., a Delaware corporation and wholly owned subsidiary of IM US Holdings, LLC ("Paradigm Sub"), as a Grantor to the Second Lien Guaranty and Security Agreement among the Borrower, the Grantors party thereto and General Electric Capital Corporation, as Administrative Agent dated as of June 26, 2007 (the "*Agreement*"). The Supplemental Schedules (the "*Schedules*") are dated as of January 22, 2008 and give effect to, and contain data relating to, Paradigm Sub, pursuant to the acquisition by Inverness Medical Innovations, Inc. of capital stock of ParadigmHealth, Inc., parent of Paradigm Sub, only. Unless otherwise stated, capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Agreement.

The headings contained in the Schedules are included for convenience only and are not intended to limit the effect of the disclosures contained in the Schedules or to expand the scope of the information required to be disclosed in the schedules.

No reference to or listing, description, disclosure or other inclusion of any item or other matter in the Schedules shall be construed to mean that such item or other matter is required to be referred to, listed, described, disclosed or otherwise so included in the Schedules. The reference to or listing, description, disclosure or other inclusion of any item or other matter, including, without limitation, any change, violation, breach, debt, obligation or liability, in the Schedules shall not be construed to be an admission or suggestion that such item or matter constitutes a violation of, breach or default under, any contract, agreement, note, lease or otherwise. No disclosure in the Schedules relating to any possible breach or violation of any agreement, law or regulation shall be construed as an admission or indication that any such breach or violation exists or has actually occurred.

SCHEDULE 1A
TO
SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT

Copyrights

The following copyrights are registered in the name of Paradigm Health Systems, Inc.:

Title	Registration No.	Registration Date
Thermoregulation for the NICU infant.	TX-5-337-917	2/20/2001
Apnea in premature infants : guidelines for treatment & discharge	TX-5-337-918	2/20/2001
Feeding of the high risk/low birth weight infant.	TX-5-337-919	2/20/2001
Family PReMi grids and activities.	TX-5-337-920	2/20/2001
Care manager PReMi grids and activities.	TX-5-337-921	2/20/2001
Health appraisal status (HAS) score.	TX-5-337-922	2/20/2001
Discharge of the high risk/low birth weight infant.	TX-5-337-923	2/20/2001
Paidos grouper system : Paidos Health Management Services.	TX-5-367-020	3/2/2001
From NICU to home : caring for your special newborn.	TX-5-428-693	2/20/2001
Clinical management guidelines	TX-5-475-192	2/20/2001
Paidos report on neonatal practice, fall 2001.	TX-5-542-791	5/17/2002
Premature infant milestones : assessment of parent readiness for education	TX-5-546-642	5/17/2002
Baby steps.	TX-5-546-785	5/17/2002
Clinical management guidelines, April 2002	TX-5-554-009	6/21/2002
Neonatal practice benchmarks.	TX-5-731-759	6/21/2002
Paidos pasitos de bebe	TX-5-748-499	3/18/2003
Neonatal clinical management guidelines 2004	TX-6-121-694	02/28/2005
NICU care management: paradigmHealth's NICU solution	TX-6-139-998	02/28/2005
NICU care management : paradigmHealth's national neonatal expertise	TX-6-140-001	02/28/2005
NICU care management: paradigmHealth's family support, education and feedback	TX-6-140-002	02/28/2005
Complex care management 2004 annual report	TX-6-170-036	02/28/2005

Baby steps : caring for your special newborn	TX-6-170-043	02/28/2005
Los pasos del babe : cuida de su reci, n. nacido especial.	TX-6-170-044	02/28/2005

SCHEDULE 1B
TO
SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT

Patents

The following patents are registered (or applications have been filed) in the name of PersonalPath Systems, Inc:

Title	Patent Number	Publication No.	Assignee
Method of customizing a browsing experience on a world-wide-web site	6,734,886	--	PersonalPath Systems, Inc.
Privacy and security method and system for a World-Wide-Web Site	--	20010054155	PersonalPath Systems, Inc.
Three party signing protocol providing non-linkability	--	20030190046	PersonalPath Systems, Inc.

SCHEDULE 1C
TO
SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT

Trademarks

The following trademarks are registered in the name of Paradigm Health Systems, Inc., 10 Mountainview Road, Upper Saddle River, NJ 07458:

Mark	Serial No.	Filing Date	Status	Attorney of Record
LATITUDES	77/012,118	10/02/2006	Pending ITU	Orrick, Herrington & Sutcliffe LLP
VITRUVIUS	77/162,948	April 23, 2007	Pending	Orrick, Herrington & Sutcliffe LLP
VITRUVIUS	77162946	April 23, 2007	Pending	Orrick, Herrington & Sutcliffe LLP

The following trademarks are registered in the name of Paradigm Health Systems, Inc., 1001 Galaxy Way, Suite 300, Concord, CA 94520:

Mark	Registration No.	Registration Date	Status	Attorney of Record
PERSONAL PATH	2,494,773	10/02/2001	Registered	Winston & Strawn
PERSONALPATH.COM	2,493,488	09/25/2001	Registered	Winston & Strawn
UAI	2,729,549	06/24/2003	Registered	Whitman, Curtis & Christofferson PC
FRANKLIN HEALTH	2,673,563	01/14/2003	Registered	Whitman, Curtis & Christofferson PC
PARADIGMHEALTH	2,678,058	01/21/2003	Registered	Orrick
PERSONALPATH	2,613,146	08/27/2002	Registered	Whitman, Curtis & Christofferson PC