

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Rioux Vision, Inc.		12/12/2007	CORPORATION: SOUTH CAROLINA
RECEIVING PARTY DATA			
Name:	Omnicell, Inc.		
Street Address:	1201 Charleston Road		
City:	Mountain View		
State/Country:	CALIFORNIA		
Postal Code:	94043		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	3013079	FREEDOM	
Registration Number:	3099963	LIBERTY	
Registration Number:	3040183	ALLIANCE	
Registration Number:	3015013	ALLEGIANCE	
Registration Number:	3280877	RIO	
Registration Number:	3280880	RIO	
CORRESPONDENCE DATA			
Fax Number:	(650)857-0663		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(650) 843-5000		
Email:	trademarks@cooley.com		
Correspondent Name:	Susan Berney-Key/Cooley Godward Kronish		
Address Line 1:	Five Palo Alto Square, 4th Floor		
Address Line 2:	3000 El Camino Real		
Address Line 4:	Palo Alto, CALIFORNIA 94306-2155		

CH \$165.00 3013079

NAME OF SUBMITTER:	Susan Berney-Key
Signature:	/Susan Berney-Key/
Date:	03/28/2008
Total Attachments: 2 source=riouxvisionassign#page1.tif source=riouxvisionassign#page2.tif	

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT ("Agreement") is made effective December 12, 2007, by and between Rioux Vision, Inc., a corporation organized under the laws of the state of South Carolina, with offices located at 170 Pontiac Business Center Drive, Elgin, South Carolina 29045 (hereinafter "Assignor"), and Omnicell, Inc., a corporation organized under the laws of the State of Delaware with offices located at 1201 Charleston Road, Mountain View, California 94043 (hereinafter "Assignee");

WHEREAS, Assignor has developed and has exclusive ownership in and to certain inventions, ideas, concepts, discoveries, including those now conceived but yet to be reduced to practice, whether or not patentable or subject to patent protection, and all patents and applications for patents everywhere in the world, including all reissues, divisions, continuations, continuations in part, reexaminations, and extensions thereof; all copyrights, including registered copyrights and applications for copyrights, everywhere in the world; all trademarks, trade names, and the good will associated therewith, everywhere in the world; and certain formulas, processes, know-how, models, designs, protocols, techniques, research, plans, methods, schematics, drawings and other trade secrets, confidential or proprietary information relating to its business (collectively, "Intellectual Property"); and

WHEREAS, pursuant to a Stock Purchase Agreement executed November 29, 2007 Assignor sold all of the outstanding shares of stock of Rioux Vision, Inc. to Assignee, including the Intellectual Property;

WHEREAS, Assignee and Assignor wish to formalize the transfer all right, title and interest in and to the Intellectual Property, including all rights to sue and recover for past infringement or wrongful uses thereof.

NOW, THEREFORE, in consideration of the purchase of all stock of Rioux Vision, Inc. paid by Assignee to Assignor, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell, assign, transfer and convey to Assignee all right, title and interest in and to the Intellectual Property.


Assignor further agrees that it will, at no expense to Assignor (1) cooperate with Assignee in the prosecution of any patent, trademark, or copyright applications and foreign counterparts thereof, relating to the Intellectual Property, (2) execute, verify, acknowledge and deliver all such further papers, including patent applications, trademark documents, and

copyrights registrations and instruments of transfer and (3) perform such other acts as Assignee lawfully may request to obtain or maintain registrations associated with the Intellectual Property, and improvements or derivations thereof, in any and all countries, and to vest title thereto in Assignee, or Assignee's successors and assigns.

IN WITNESS WHEREOF, the undersigned executes this Assignment.

ASSIGNOR - Rioux Vision, Inc.


Dated: March 27, 2008


Name: Rob Stein
Title: PRESIDENT

RECEIVED AND ACKNOWLEDGED BY:

ASSIGNEE - Omnicell, Inc.

Dated: March 27, 2008


Name: Rob Stein
Title: CFO

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