

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
Genecare Medical Genetics Center, Inc.		07/30/2009	CORPORATION: NORTH CAROLINA

RECEIVING PARTY DATA

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

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	3563249	MODIFIED SEQUENTIAL
Registration Number:	2884623	EARLY SCREEN
Registration Number:	3294841	FIRST TRI
Registration Number:	3291656	FIRST TRIMESTER
Registration Number:	3304109	ERA
Registration Number:	3361114	EARLY RISK ASSESSMENT
Registration Number:	1992428	GENECARE
Registration Number:	1774507	GENECARE
Registration Number:	3604938	QUICK FISH

CORRESPONDENCE DATA

Fax Number: (212)230-7735
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 2123186535
 Email: traceybennett@paulhastings.com

900175134

**TRADEMARK
 REEL: 004305 FRAME: 0569**

CH \$240.00 3563249

Correspondent Name: Tracey D. Bennett
Address Line 1: c/o Paul, Hastings
Address Line 2: 75 E. 55th Street
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	56704.00101 (FIRST LIEN)
NAME OF SUBMITTER:	Tracey D. Bennett
Signature:	/s/Tracey D. Bennett
Date:	10/28/2010

Total Attachments: 146

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FIRST LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS FIRST 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 Credit Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the First Lien Credit Agreement, dated as of June 26, 2007 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrower, Holdings, the Lenders and the L/C Issuers from time to time party thereto and Administrative Agent, the Lenders and the L/C Issuers 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 First 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 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, the L/C Issuers and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers 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 thereof and all registered IP Licenses and applications therefor 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.
SELFCARE 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

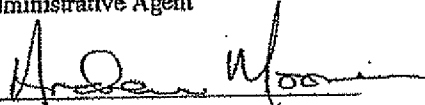
[SIGNATURE PAGE TO FIRST LIEN IP SECURITY AGREEMENT]

LEGAL_US_E# 75504384

TRADEMARK
REEL: 004305 FRAME: 0576

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 FIRST LIEN IP SECURITY AGREEMENT]

LEGAL_US_E# 75504384

TRADEMARK
REEL: 004305 FRAME: 0577

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

A. COPYRIGHTS

None.

B. COPYRIGHT APPLICATIONS

None.

C. IP LICENSES

None.

[FIRST LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT]

**TRADEMARK
REEL: 004305 FRAME: 0578**

**SCHEDULE 1B
TO
FIRST 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)]

[FIRST LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT]

File Number	Country	Filing date	Filing number	Grant date	Grant number	List of Owners or Assignees	Expiry
IM0089	AT	19/MAR/2004	GM9005/2004			Advantage Diagnostics Corporation	19/MAR/2014
IM0089	AU	19/MAR/2004	2004254558			Advantage Diagnostics Corporation	19/MAR/2014
IM0089	BR	19/MAR/2004	PI0411059.5			Advantage Diagnostics Corporation	19/MAR/2014
IM0089	CA	19/MAR/2004	2528108			Advantage Diagnostics Corporation	19/MAR/2014
IM0089	CN	19/MAR/2004	200480015772.7			Advantage Diagnostics Corporation	19/MAR/2014
IM0089	CZ	19/MAR/2004	2005-17219	10/APR/2006	16422	Advantage Diagnostics Corporation	19/MAR/2014
IM0089	DE	19/MAR/2004	21200400032.5	06/APR/2006	21200400032.5	Advantage Diagnostics Corporation	19/MAR/2014
IM0089	DK	19/MAR/2004	BA200500290	13/APR/2007	DK200500290	Advantage Diagnostics Corporation	19/MAR/2014
IM0089	EP	19/MAR/2004	04785762.8			Advantage Diagnostics Corporation	19/MAR/2014
IM0089	HK	19/MAR/2004	06106552.1			Advantage Diagnostics Corporation	19/MAR/2014
IM0089	JP	19/MAR/2004	2006-509248			Advantage Diagnostics Corporation	19/MAR/2014
IM0089	KR	19/MAR/2004	20-2005-7000007			Advantage Diagnostics Corporation	19/MAR/2014
IM0089	MX	19/MAR/2004	PA/02005/000303			Advantage Diagnostics Corporation	19/MAR/2014
IM0089	PT	19/MAR/2004	2005003732			Advantage Diagnostics Corporation	19/MAR/2014
IM0089	RU	19/MAR/2004	2005138919	27/NOV/2006	58717	Advantage Diagnostics Corporation	19/MAR/2014
IM0089	UA	19/MAR/2004	200512159/M	15/JAN/2007	19871	Advantage Diagnostics Corporation	19/MAR/2014
IM0089	US	06/JUN/2003	10/456771			Advantage Diagnostics Corporation	06/JUN/2023
ABI0005	CA	23/JUL/2002	2455404			Applied Biotech, Inc.	27/OCT/2020
IM0079	US	02/JUN/2003	10/453317			Applied Biotech, Inc.	16/APR/2018
BNX0001	US	18/APR/1998	09/060885	22/AUG/2000	6106732	Binax, Inc.	19/MAR/2018
BNX0002	US	19/MAR/1998	09/044677	15/APR/2003	6548309	Binax, Inc.	25/AUG/2019
BNX0003	AU	25/AUG/1999	56933/99	30/JAN/2003	759633	Binax, Inc.	25/AUG/2019
BNX0003	CA	25/AUG/1999	2342141	17/OCT/2006	2342141	Binax, Inc.	25/AUG/2019
BNX0003	CN	25/AUG/1999	99810035.8	28/JAN/2004	99810035.8	Binax, Inc.	25/AUG/2019
BNX0003	EP	25/AUG/1999	99943941.7	03/JAN/2007	1107773	Binax, Inc.	25/AUG/2019
BNX0003	JP	25/AUG/1999	2000-565904			Binax, Inc.	25/AUG/2019
BNX0003	MX	25/AUG/1999	PA/02001/002057	03/APR/2007	244714	Binax, Inc.	25/AUG/2019
BNX0003	US	25/AUG/1998	09/139720			Binax, Inc.	20/SEP/2019
BNX0004	AT	20/SEP/1999	99948305.0	20/APR/2005	E293457	Binax, Inc.	20/SEP/2019
BNX0004	AU	20/SEP/1999	61513/99	24/JUL/2003	759329	Binax, Inc.	20/SEP/2019
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BNX0004	CA	20/SEP/1999	2342783			Binax, Inc.	20/SEP/2019
BNX0004	CH	20/SEP/1999	99948305.0	20/APR/2005	1113817	Binax, Inc.	20/SEP/2019
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BNX0028	US	20/OCT/2006	60/653264	13/APR/2005	1242576	Binax, Inc.	17/JAN/2008
BNX0029	US	17/JAN/2007	60/880791	24/NOV/2006	3864652	Binax, Inc.	10/APR/2008
BNX0033	US	10/APR/2007	60/910904	11/JUL/2006	NI-257953	Binax, Inc.	02/SEP/2023
ABI0006	US	02/SEP/2003	10/653321	17/JUN/2003	6579688	Binax, Inc.	22/MAY/2021
ABI0007	CA	22/MAY/2001	2409151	21/NOV/2001	NI-144889	Forefront Diagnostics, Inc.	29/MAR/2022
BST0001	CA	29/MAR/2002	2443077	18/SEP/1996	69122252.5	Forefront Diagnostics, Inc.	07/DEC/2020
BST0001	AU	07/DEC/2000	20750/01	18/SEP/1996	0539383	Inverness Medical - Biostar Inc.	07/DEC/2020
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ISC0005	MC	10/JUL/1992	92915563.8	09/MAR/2005	0596925	Ischemia Technologies, Inc.	10/JUL/2012
ISC0005	NL	10/JUL/1992	92915563.8	09/MAR/2005	0596925	Ischemia Technologies, Inc.	10/JUL/2012
ISC0005	NO	10/JUL/1992	1994/0256	16/DEC/2002	313900	Ischemia Technologies, Inc.	10/JUL/2012
ISC0005	PT	24/JUL/1992	100724	14/APR/1999	100724	Ischemia Technologies, Inc.	14/APR/2014
ISC0005	SE	10/JUL/1992	92915563.8	09/MAR/2005	0596925	Ischemia Technologies, Inc.	10/JUL/2012
ISC0005	US	26/JUL/1991	07736583	13/JUL/1993	5227307	Ischemia Technologies, Inc.	26/JUL/2011
ISC0005	US	12/FEB/1993	08/016971	01/MAR/1994	5230519	Ischemia Technologies, Inc.	26/JUL/2011
ISC0006	EP	01/OCT/1999	99950055.6	01/MAR/1994	5230519	Ischemia Technologies, Inc.	01/OCT/2019
ISC0006	US	02/OCT/1998	09/165961	05/NOV/2002	6475743	Ischemia Technologies, Inc.	02/OCT/2018
ISC0006	US	29/MAR/2001	09/820416	04/JUL/2006	7070937	Ischemia Technologies, Inc.	02/OCT/2018
ISC0006	US	30/AUG/2002	10/232341			Ischemia Technologies, Inc.	02/OCT/2018
ISC0006	US	31/JAN/2005	11/049020			Ischemia Technologies, Inc.	02/OCT/2018
ISC0007	EP	30/MAY/2002	02734574.3			Ischemia Technologies, Inc.	30/MAY/2022
ISC0007	US	30/MAY/2002	10/477364			Ischemia Technologies, Inc.	30/MAY/2022
ISC0010	AU	01/OCT/1999	64095/89			Ischemia Technologies, Inc.	01/OCT/2019
ISC0010	CA	01/OCT/1999	2344762			Ischemia Technologies, Inc.	01/OCT/2019
ISC0010	EP	01/OCT/1999	99951710.5			Ischemia Technologies, Inc.	01/OCT/2019
ISC0010	JP	01/OCT/1999	2000-574907			Ischemia Technologies, Inc.	01/OCT/2019
ISC0010	US	15/APR/2003	10/414469			Ischemia Technologies, Inc.	01/OCT/2019
ISC0010	US	15/APR/2003	10/413832			Ischemia Technologies, Inc.	01/OCT/2019
ISC0010	US	15/APR/2003	10/414386			Ischemia Technologies, Inc.	01/OCT/2019
ISC0010	US	15/APR/2003	10/413831			Ischemia Technologies, Inc.	01/OCT/2019
ISC0011	US	13/DEC/2002	10/319263			Ischemia Technologies, Inc.	02/OCT/2018
ISC0011	US	12/JAN/2005	11/033766			Ischemia Technologies, Inc.	02/OCT/2018
ISC0012	AU	26/NOV/2002	2002352959			Ischemia Technologies, Inc.	26/NOV/2022
ISC0012	CA	26/NOV/2002	2468236			Ischemia Technologies, Inc.	26/NOV/2022
ISC0012	EP	26/NOV/2002	02789919.4			Ischemia Technologies, Inc.	26/NOV/2022
ISC0012	JP	26/NOV/2002	2003-547928			Ischemia Technologies, Inc.	26/NOV/2022
ISC0012	US	26/NOV/2002	10/304610			Ischemia Technologies, Inc.	26/NOV/2022
ISC0012	US	01/MAY/2006	11/415929			Ischemia Technologies, Inc.	26/NOV/2022
ISC0013	AU	30/APR/2002	2002305335			Ischemia Technologies, Inc.	26/NOV/2022
ISC0013	CA	30/APR/2002	2446167			Ischemia Technologies, Inc.	26/NOV/2022
ISC0013	DE	30/APR/2002	02734148.6			Ischemia Technologies, Inc.	26/NOV/2022
ISC0013	EP	30/APR/2002	02734148.6			Ischemia Technologies, Inc.	26/NOV/2022
ISC0013	FR	30/APR/2002	02734148.6			Ischemia Technologies, Inc.	26/NOV/2022
ISC0013	GB	30/APR/2002	02734148.6			Ischemia Technologies, Inc.	26/NOV/2022
ISC0013	JP	30/APR/2002	2002-586801			Ischemia Technologies, Inc.	26/NOV/2022
ISC0013	US	04/MAY/2001	09/849956			Ischemia Technologies, Inc.	26/NOV/2022

ISC0014	AU	29/APR/2002	2002308530	ischemia Technologies, Inc.	29/APR/2022
ISC0014	CA	29/APR/2002	2446329	ischemia Technologies, Inc.	29/APR/2022
ISC0014	EP	29/APR/2002	02766865.6	ischemia Technologies, Inc.	29/APR/2022
ISC0014	JP	29/APR/2002	2002-585988	ischemia Technologies, Inc.	01/MAY/2021
ISC0014	US	01/MAY/2001	09/846411	ischemia Technologies, Inc.	05/MAY/2024
ISC0015	AU	05/MAY/2004	2004240557	ischemia Technologies, Inc.	05/MAY/2024
ISC0015	CA	05/MAY/2004	2524530	ischemia Technologies, Inc.	05/MAY/2024
ISC0015	CN	05/MAY/2004	200480013619.0	ischemia Technologies, Inc.	05/MAY/2024
ISC0015	EP	05/MAY/2004	04751679.4	ischemia Technologies, Inc.	05/MAY/2024
ISC0015	HK	05/MAY/2004	06110013.6	ischemia Technologies, Inc.	05/MAY/2024
ISC0015	IL	05/MAY/2004	171781	ischemia Technologies, Inc.	05/MAY/2024
ISC0015	IN	05/MAY/2004	2131/KOLNP/2005	ischemia Technologies, Inc.	05/MAY/2024
ISC0015	JP	05/MAY/2004	2006-532878	ischemia Technologies, Inc.	05/MAY/2024
ISC0015	KR	05/MAY/2004	2005-7020821	ischemia Technologies, Inc.	05/MAY/2024
ISC0015	NZ	05/MAY/2004	543538	ischemia Technologies, Inc.	05/MAY/2024
ISC0015	SG	05/MAY/2004	200507034.7	ischemia Technologies, Inc.	05/MAY/2024
ISC0015	US	19/MAY/2003	10/441155	ischemia Technologies, Inc.	14/MAY/2024
ISC0015	US	22/DEC/2005	11/317831	ischemia Technologies, Inc.	19/MAY/2023
ISC0016	EP	23/JAN/2006	06719258.3	ischemia Technologies, Inc.	23/JAN/2026
SELF0001	US	10/MAR/1988	29/084813	Selfcare	20/APR/2013
SELF0001	US	24/SEP/1988	084066	Selfcare	04/APR/2014
					03/AUG/2004
					6770467
					11/JUL/2006
					7074194
					20/APR/1999
					D408292
					04/APR/2000
					D422217

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

A. REGISTERED TRADEMARKS

[Include Owner, Registration Number and Date]

B. TRADEMARK 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)]

[FIRST LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT]

Trademark Active and Inactive - 652 marks - US Substances

Trademark	Registration Number	Status	Class	Goods/Services	Applicant	Priority Date	Registration Date
PROTECTOR	00115003	1	05	WOODEN TOYS OF AMERICA	WOODEN TOYS OF AMERICA, INC.	06/17/2006	06/17/2006
REMPAGE	00115004	1	05	WOODEN TOYS OF AMERICA	WOODEN TOYS OF AMERICA, INC.	06/17/2006	06/17/2006
REMPAGE	00115005	1	05	WOODEN TOYS OF AMERICA	WOODEN TOYS OF AMERICA, INC.	06/17/2006	06/17/2006
REMPAGE	00115006	1	05	WOODEN TOYS OF AMERICA	WOODEN TOYS OF AMERICA, INC.	06/17/2006	06/17/2006
REMPAGE	00115007	1	05	WOODEN TOYS OF AMERICA	WOODEN TOYS OF AMERICA, INC.	06/17/2006	06/17/2006
SING SING	00115008	1	05	WOODEN TOYS OF AMERICA	WOODEN TOYS OF AMERICA, INC.	06/17/2006	06/17/2006
SEDY BALANCE	00115009	1	05	WOODEN TOYS OF AMERICA	WOODEN TOYS OF AMERICA, INC.	06/17/2006	06/17/2006
SPECTACLES	00115010	1	05	WOODEN TOYS OF AMERICA	WOODEN TOYS OF AMERICA, INC.	06/17/2006	06/17/2006
SPECTACLES	00115011	1	05	WOODEN TOYS OF AMERICA	WOODEN TOYS OF AMERICA, INC.	06/17/2006	06/17/2006
STENERG	00115012	1	05	WOODEN TOYS OF AMERICA	WOODEN TOYS OF AMERICA, INC.	06/17/2006	06/17/2006
TREASURY	00115013	1	05	WOODEN TOYS OF AMERICA	WOODEN TOYS OF AMERICA, INC.	06/17/2006	06/17/2006
THE GREAT WAY TO GET YOUR VEGETABLES	00115014	1	05	WOODEN TOYS OF AMERICA	WOODEN TOYS OF AMERICA, INC.	06/17/2006	06/17/2006
THE VITAMIN PLACE	00115015	1	05	WOODEN TOYS OF AMERICA	WOODEN TOYS OF AMERICA, INC.	06/17/2006	06/17/2006
TOTAL EDS (STYLIZED)	00115016	1	05	WOODEN TOYS OF AMERICA	WOODEN TOYS OF AMERICA, INC.	06/17/2006	06/17/2006
TOTAL EDS	00115017	1	05	WOODEN TOYS OF AMERICA	WOODEN TOYS OF AMERICA, INC.	06/17/2006	06/17/2006
USA	00115018	1	05	WOODEN TOYS OF AMERICA	WOODEN TOYS OF AMERICA, INC.	06/17/2006	06/17/2006
VEG-4-11-11-11-11-11	00115019	1	05	WOODEN TOYS OF AMERICA	WOODEN TOYS OF AMERICA, INC.	06/17/2006	06/17/2006
VITAMIN	00115020	1	05	WOODEN TOYS OF AMERICA	WOODEN TOYS OF AMERICA, INC.	06/17/2006	06/17/2006
WIPAL COURSE	00115021	1	05	WOODEN TOYS OF AMERICA	WOODEN TOYS OF AMERICA, INC.	06/17/2006	06/17/2006
WIPAL COURSE	00115022	1	05	WOODEN TOYS OF AMERICA	WOODEN TOYS OF AMERICA, INC.	06/17/2006	06/17/2006
WIPAL COURSE	00115023	1	05	WOODEN TOYS OF AMERICA	WOODEN TOYS OF AMERICA, INC.	06/17/2006	06/17/2006
ZESTALO	00115024	1	05	WOODEN TOYS OF AMERICA	WOODEN TOYS OF AMERICA, INC.	06/17/2006	06/17/2006
ZESTALO	00115025	1	05	WOODEN TOYS OF AMERICA	WOODEN TOYS OF AMERICA, INC.	06/17/2006	06/17/2006
ZESTALO	00115026	1	05	WOODEN TOYS OF AMERICA	WOODEN TOYS OF AMERICA, INC.	06/17/2006	06/17/2006
ZESTALO	00115027	1	05	WOODEN TOYS OF AMERICA	WOODEN TOYS OF AMERICA, INC.	06/17/2006	06/17/2006
ZESTALO	00115028	1	05	WOODEN TOYS OF AMERICA	WOODEN TOYS OF AMERICA, INC.	06/17/2006	06/17/2006
ZESTALO	00115029	1	05	WOODEN TOYS OF AMERICA	WOODEN TOYS OF AMERICA, INC.	06/17/2006	06/17/2006
ZESTALO	00115030	1	05	WOODEN TOYS OF AMERICA	WOODEN TOYS OF AMERICA, INC.	06/17/2006	06/17/2006
ZESTALO	00115031	1	05	WOODEN TOYS OF AMERICA	WOODEN TOYS OF AMERICA, INC.	06/17/2006	06/17/2006
ZESTALO	00115032	1	05	WOODEN TOYS OF AMERICA	WOODEN TOYS OF AMERICA, INC.	06/17/2006	06/17/2006
ZESTALO	00115033	1	05	WOODEN TOYS OF AMERICA	WOODEN TOYS OF AMERICA, INC.	06/17/2006	06/17/2006
ZESTALO	00115034	1	05	WOODEN TOYS OF AMERICA	WOODEN TOYS OF AMERICA, INC.	06/17/2006	06/17/2006
ZESTALO	00115035	1	05	WOODEN TOYS OF AMERICA	WOODEN TOYS OF AMERICA, INC.	06/17/2006	06/17/2006
ZESTALO	00115036	1	05	WOODEN TOYS OF AMERICA	WOODEN TOYS OF AMERICA, INC.	06/17/2006	06/17/2006
ZESTALO	00115037	1	05	WOODEN TOYS OF AMERICA	WOODEN TOYS OF AMERICA, INC.	06/17/2006	06/17/2006
ZESTALO	00115038	1	05	WOODEN TOYS OF AMERICA	WOODEN TOYS OF AMERICA, INC.	06/17/2006	06/17/2006
ZESTALO	00115039	1	05	WOODEN TOYS OF AMERICA	WOODEN TOYS OF AMERICA, INC.	06/17/2006	06/17/2006
ZESTALO	00115040	1	05	WOODEN TOYS OF AMERICA	WOODEN TOYS OF AMERICA, INC.	06/17/2006	06/17/2006
ZESTALO	00115041	1	05	WOODEN TOYS OF AMERICA	WOODEN TOYS OF AMERICA, INC.	06/17/2006	06/17/2006
ZESTALO	00115042	1	05	WOODEN TOYS OF AMERICA	WOODEN TOYS OF AMERICA, INC.	06/17/2006	06/17/2006
ZESTALO	00115043	1	05	WOODEN TOYS OF AMERICA	WOODEN TOYS OF AMERICA, INC.	06/17/2006	06/17/2006
ZESTALO	00115044	1	05	WOODEN TOYS OF AMERICA	WOODEN TOYS OF AMERICA, INC.	06/17/2006	06/17/2006
ZESTALO	00115045	1	05	WOODEN TOYS OF AMERICA	WOODEN TOYS OF AMERICA, INC.	06/17/2006	06/17/2006
ZESTALO	00115046	1	05	WOODEN TOYS OF AMERICA	WOODEN TOYS OF AMERICA, INC.	06/17/2006	06/17/2006
ZESTALO	00115047	1	05	WOODEN TOYS OF AMERICA	WOODEN TOYS OF AMERICA, INC.	06/17/2006	06/17/2006
ZESTALO	00115048	1	05	WOODEN TOYS OF AMERICA	WOODEN TOYS OF AMERICA, INC.	06/17/2006	06/17/2006
ZESTALO	00115049	1	05	WOODEN TOYS OF AMERICA	WOODEN TOYS OF AMERICA, INC.	06/17/2006	06/17/2006
ZESTALO	00115050	1	05	WOODEN TOYS OF AMERICA	WOODEN TOYS OF AMERICA, INC.	06/17/2006	06/17/2006

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

This counterpart, dated as of June 29, 2007, is delivered pursuant to that certain First 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 FIRST LIEN COUNTERPART TO IP SECURITY AGREEMENT]

LEGAL_US_E # 75434690

TRADEMARK
REEL: 004305 FRAME: 0598

SUPPLEMENTAL SCHEDULES
TO
FIRST 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 First 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
FIRST LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT**

Copyrights - None

**SCHEDULE 1B
TO
FIRST 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	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 Diagnostic Reagents	Buechler, Joe Valkirs, Gunars E. Gray, Jeff Lonberg, Nils	10/149737 06/06/2002	7189515 03/13/2007
Human Antibodies as Detection Reagents	Buechler, Joe Valkirs, Gunars E. Gray, Jeff Lonberg, Nils	11/685068 03/12/2007	
Assays and Kits for Detecting Analytes In the Presence of Cross-Reacting Substances	Valkirs, Gunars E.	08/006341 01/19/1993	5914241 06/22/1999
Methods for Concentrating Ligands Using Magnetic Particles	Valkirs, Gunars E.	09/054918 04/03/1998	6348318 02/19/2002
Polyvalent Display Libraries	Buechler, Joe Valkirs, Gunars E. Gray, Jeff	08/832985 04/04/1997	6057098 05/02/2000
Polyvalent Display Libraries	Buechler, Joe Valkirs, Gunars E. Gray, Jeff	09/563055 05/01/2000	6986986 01/17/2006

TRADEMARK

REEL: 004305 FRAME: 0602

Title	Inventor	Application No. Filing Date	Patent No. Issue Date
Polyclonal 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	5965375 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. Cwirla, Steven E.	07/517659 05/01/1990	5427908 06/27/1995
Recombinant Library Screening Methods	Dower, William J. Cwirla, Steven E.	08/376326 01/20/1995	5580717 12/03/1996
RECOMBINANT LIBRARY SCREENING METHODS	Dower, William J. Cwirla, 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	09/877933 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. Filing Date	Patent No. 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	11/512743	8/29/2006			USE OF SOLUBLE FLT-1 AND ITS FRAGMENTS IN CARDIOVASCULAR CONDITIONS
United States of America	11/684498	3/9/2007			METHODS AND COMPOSITIONS FOR THE DIAGNOSIS OF DISEASES OF THE AORTA
United States of America	11/752135	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	07/835800	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	5839272	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	10/2/2001	DEVICE FOR LIGAND RECEPTOR METHODS
United States of America	07/463150	1/10/1990	5089391	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	07/864110	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	5/23/1992	5458852	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	08/447981	5/23/1995	5885527	3/23/1999	DIAGNOSTIC DEVICES AND APPARATUS FOR THE CONTROLLED MOVEMENT OF REAGENTS WITHOUT MEMBRANES
United States of America	08/828041	3/27/1997	6158270	12/5/2000	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	10/792258	3/2/2004			DIAGNOSTIC DEVICES AND APPARATUS FOR THE CONTROLLED MOVEMENT OF REAGENTS WITHOUT MEMBRANES
United States of America	11/022297	12/22/2004			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	08/416034	4/3/1995	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	1/2/1996	ANTIBODIES TO COMPLEXES OF LIGAND RECEPTORS AND LIGANDS AND THEIR UTILITY IN LIGAND-RECEPTOR ASSAYS
United States of America	08/458901	6/2/1995	5985579	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	9/23/1994	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	6174686	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	10/12/2000	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	6669907	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	07/298277	1/23/1999	5202234	4/13/1993	MYOCARDIAL INFARCTION ASSAY
United States of America	07/882299	5/13/1992	5326692	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	IMMUNOCASSAY FLUOROMETER
United States of America	10/267232	10/8/2002			IMMUNOCASSAY FLUOROMETER
United States of America	10/841274	5/7/2004			IMMUNOCASSAY FLUOROMETER
United States of America	09/003065	1/5/1998	6194222	2/27/2001	METHODS FOR MONITORING THE STATUS OF ASSAYS AND IMMUNOCASSAYS
United States of America	09/712615	11/13/2000			METHODS FOR MONITORING THE STATUS OF ASSAYS AND IMMUNOCASSAYS
United States of America	11/676032	2/16/2007			METHODS FOR MONITORING THE STATUS OF ASSAYS AND IMMUNOCASSAYS
United States of America	08/993750	12/19/1997	6156521	12/5/2000	METHODS FOR THE RECOVERY AND MEASUREMENT OF TROPONIN COMPLEXES
United States of America	09/835298	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

BIOSITE Case Listing

Country	Application Number	Application Date	Patent 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	10/714078	11/14/2003			DIAGNOSTIC MARKERS OF STROKE AND CEREBRAL INJURY AND METHODS OF USE THEREOF
United States of America	10/875800	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			BIOMARKERS FOR SEPSIS
United States of America	11/543312	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	11/770608	6/28/2007			METHODS AND COMPOSITIONS FOR DIAGNOSIS AND/OR PROGNOSIS IN SYSTEMIC INFLAMMATORY RESPONSE SYNDROMES
United States of America					ARGININE ANALOGS AND METHODS FOR THEIR SYNTHESIS AND USE

BIOSITE Case Listing

Country	Application Number	Application Date	Patent Number	Grant Date	Title
United States of America	10/139086	5/4/2002			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			METHOD AND SYSTEM FOR DISEASE DETECTION USING MARKER COMBINATIONS
United States of America	10/410572	4/8/2003			SYSTEM AND METHOD FOR IDENTIFYING A PANEL OF INDICATORS
United States of America	10/603891	6/24/2003			(PROTEOME) MARKERS FOR DIFFERENTIAL DIAGNOSIS AND METHODS OF USE THEREOF
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			POLYPEPTIDES RELATED TO NATRIURETIC PEPTIDES AND METHODS OF THEIR IDENTIFICATION AND USE
United States of America	10/645874	8/20/2003			METHODS AND COMPOSITIONS FOR MEASURING BIOLOGICALLY ACTIVE NATRIURETIC PEPTIDES AND FOR IMPROVING THEIR THERAPEUTIC POTENTIAL
United States of America	10/938760	9/9/2004			METHODS AND COMPOSITIONS FOR MEASURING NATRIURETIC PEPTIDES AND USES THEREOF
United States of America	11/560425	11/16/2006			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
United States of America	11/222494	9/7/2005			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
FIRST 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	75/609619 12/21/1998	2453707 05/22/2001
US	BIOSITE DISCOVERY AN UNFAIR ADVANTAGE & Design	1, 5, 42	75/655110 03/05/1999	2456030 05/29/2001
US	OMNICLONAL	1, 5	75/609841 12/21/1998	2476239 08/07/2001

TRADEMARK

REEL: 004305 FRAME: 0617

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

Biosite (U.S. only)

Docket Number	Country	Mark	Portfolio Status	Owner	Application No	Application Date	Registration Date	Registration Number
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 MULTIMMUNOASSAY	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
071949-6401	United States of America	EXPRESS TEST	Registered	Biosite Inc	75/075619	3/20/1996	12/1/1998	2207727
071949-6402	United States of America	EXPRESS TEST and Design	Registered	Biosite Inc	75/099733	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
FIRST 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 First 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 First Lien Credit Agreement by and among the Borrower, Holdings, the Lenders and L/C Issuers party thereto, General Electric Capital Corporation, as Administrative Agent, Citizens Bank of Massachusetts, Fifth Third Bank and Merrill Lynch Capital, a division of Merrill Lynch Business Financial Services Inc., as Co-Documentation Agents and UBS Securities LLC, as Joint Lead Arranger and Syndication Agent dated as of June 26, 2007 (the "*Agreement*"). 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
FIRST LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This counterpart, dated as of August 15, 2007, is delivered pursuant to that certain First 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

SUPPLEMENTAL SCHEDULES
TO
FIRST 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 First 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.

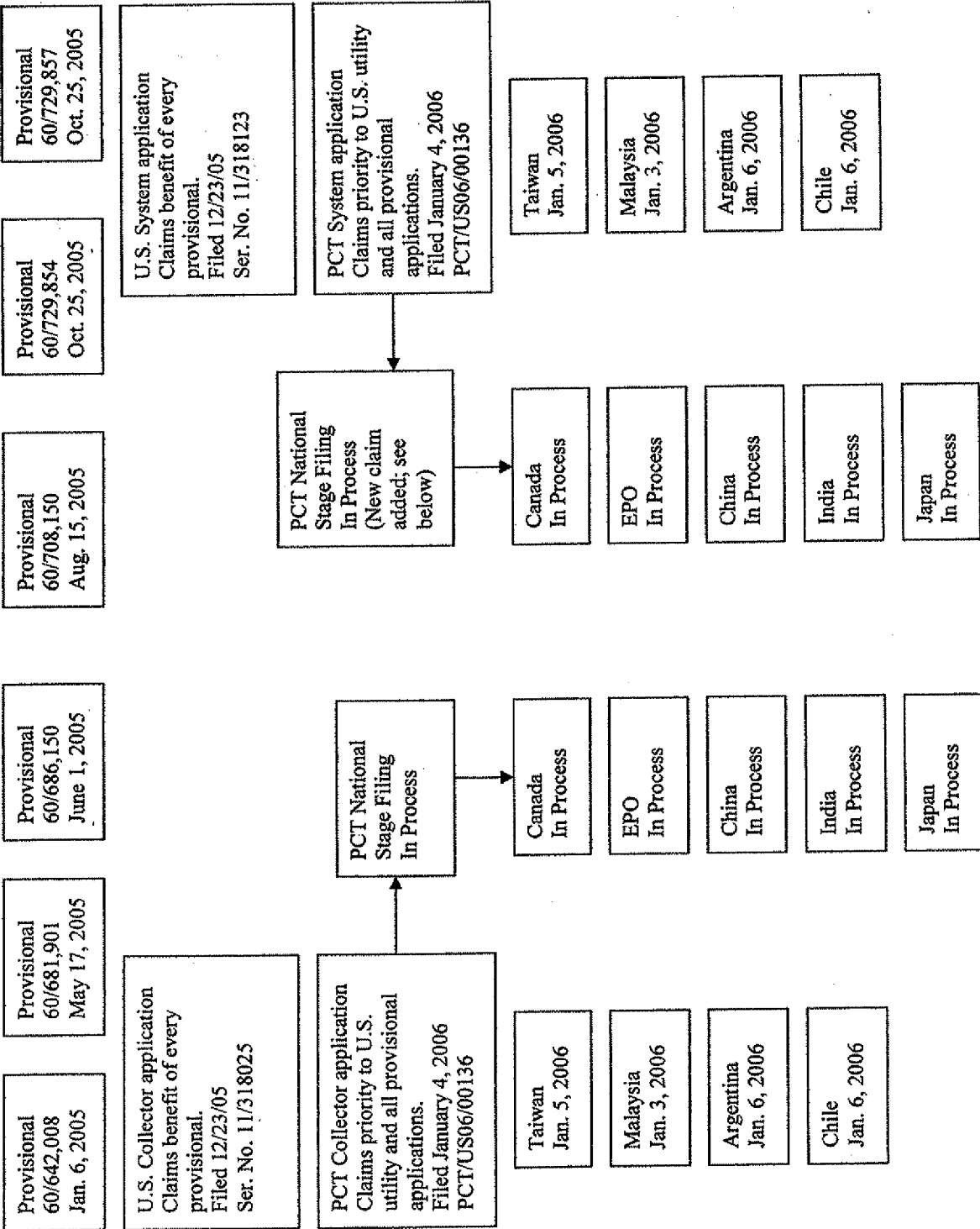
**SCHEDULE 1A
TO
FIRST LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT**

Copyrights - None

**SCHEDULE 1B
TO
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

CYSPRAY
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

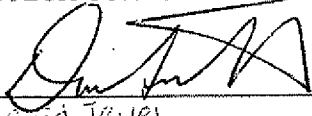
**COUNTERPART TO
FIRST LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This counterpart, dated as of October 12, 2007, is delivered pursuant to that certain First 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 Tellez
Title: Vice President, Finance

[SIGNATURE PAGE TO COUNTERPART TO IP SECURITY AGREEMENT - CHOLESTECH CORPORATION - FIRST LIEN]
LEGAL_US_E # 76562651

TRADEMARK
REEL: 004305 FRAME: 0634

SUPPLEMENTAL SCHEDULES
TO
FIRST 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 First 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
FIRST LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT**

Copyrights - None

**SCHEDULE 1B
TO
FIRST 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
FIRST 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

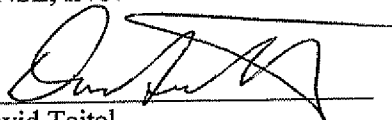
**COUNTERPART TO
FIRST LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This counterpart, dated as of December 6, 2007, is delivered pursuant to that certain First 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: _____
Title: Ryan Guenin
Duly Authorized Signatory

[SIGNATURE PAGE TO COUNTERPART TO IP SECURITY AGREEMENT - HEMOSENSE, INC. - FIRST LIEN]

LEGAL US F-477146039

TRADEMARK
REEL: 004305 FRAME: 0641

SUPPLEMENTAL SCHEDULES
TO
FIRST 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 First 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
FIRST LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT**

Copyrights - None

**SCHEDULE 1B
TO
FIRST 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	1/15/99	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	Confirm	Abandoned
US-CIP	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 1151268	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. McInerney, Margaret	Pending; response to notice to file missing parts due 09/05/07

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

Trademarks - None.

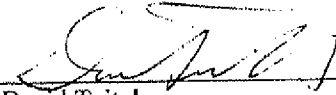
**COUNTERPART TO
FIRST LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This counterpart, dated as of December 21, 2007, is delivered pursuant to that certain First 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.

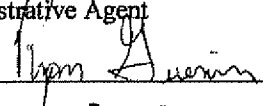
By: 
Name: David Teitel
Title: Vice President, Finance

**Approved
As To Form**


Legal Department

ACKNOWLEDGED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION
as Administrative Agent

By: 
Name: Ryan Guenin
Title: Duty Authorized Signatory

[SIGNATURE PAGE TO COUNTERPART TO IP SECURITY AGREEMENT - ALERE CA - FIRST LIEN]
LEGAL_US_E # 77612302

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

Copyrights - See attached.

Schedule 1A - Copyrights

Registration No.	Title
TX4980607	Alere Nurse Station

B3445306.1

**SCHEDULE 1B
TO
FIRST 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
FIRST 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

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

This counterpart, dated as of January 11, 2008, is delivered pursuant to that certain First 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: 
Name:
Title: Ryan Guenin
Duly Authorized Signatory

[SIGNATURE PAGE TO COUNTERPART TO IP SECURITY AGREEMENT - MILANO ACQUISITION CORP. - FIRST LIEN]
LEGAL_US_E # 77847101

SUPPLEMENTAL SCHEDULES
TO
FIRST 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 First 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
FIRST LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT**

Copyrights - None.

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

This counterpart, dated as of January ~~22~~ 2008, is delivered pursuant to that certain First 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

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 - PARADIGMHEALTH, INC. - FIRST LIEN]
LEGAL_US_E# 77941924

TRADEMARK
REEL: 004305 FRAME: 0669

SUPPLEMENTAL SCHEDULES
TO
FIRST 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 First 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
FIRST 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
FIRST LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT**

Patents - None

**SCHEDULE 1C
TO
FIRST 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.

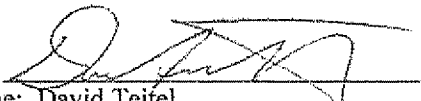
**COUNTERPART TO
FIRST LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This counterpart, dated as of January ~~02~~, 2008, is delivered pursuant to that certain First 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.

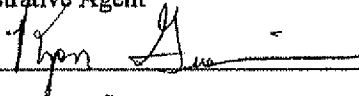
By: 
Name: David Teitel
Title: Vice President, Finance

Approved
As To Form


Legal Department

ACKNOWLEDGED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION
as Administrative Agent

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

SUPPLEMENTAL SCHEDULES
TO
FIRST 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 First 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
FIRST 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-5-73 1-759	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 bebe : cuida de su reci, n. nacido especial.	TX-6-170-044	02/28/2005

**SCHEDULE 1B
TO
FIRST 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
FIRST 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	10/02/200 1	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

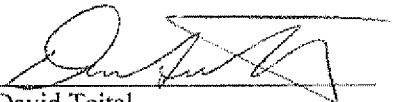
**COUNTERPART TO
FIRST LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This counterpart, dated as of January 28 2008, is delivered pursuant to that certain First 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]

RTL HOLDINGS, INC.

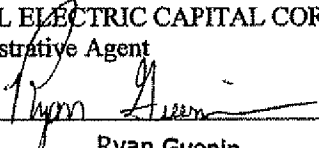
By: 
Name: David Teitel
Title: Vice President, Finance

Approved
As To Form


Legal Department

ACKNOWLEDGED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION,
as Administrative Agent

By: 
Name: Ryan Guenin
Title: Duly Authorized Signatory

SUPPLEMENTAL SCHEDULES
TO
FIRST 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 RTL Holdings, Inc. ("**RTL**"), as a Grantor to the First 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 25, 2008 and give effect to, and contain data relating to RTL pursuant to the acquisition by Inverness Medical Innovations, Inc. of the capital stock of RTL 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
FIRST LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT**

Copyrights - None.

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

Patents - None.

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

Trademarks - None.

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

This counterpart, dated as of January 28, 2008, is delivered pursuant to that certain First 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]

REDWOOD TOXICOLOGY LABORATORY, INC.

By: 

Name: David Teitel

Title: Vice President, Finance

Approved
As To Form


Legal Department

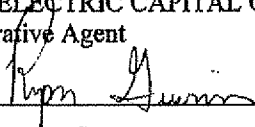
[SIGNATURE PAGE TO COUNTERPART TO IP SECURITY AGREEMENT -
REDWOOD TOXICOLOGY LABORATORY, INC. - FIRST LIEN]

LEGAL_US_E # 77847113

TRADEMARK
REEL: 004305 FRAME: 0690

ACKNOWLEDGED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION,
as Administrative Agent

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

[SIGNATURE PAGE TO COUNTERPART TO IP SECURITY AGREEMENT -
REDWOOD TOXICOLOGY LABORATORY, INC. - FIRST LIEN]

LEGAL_US_E # 77847113

TRADEMARK
REEL: 004305 FRAME: 0691

SUPPLEMENTAL SCHEDULES
TO
FIRST 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 Redwood Toxicology Laboratory, Inc. ("**Redwood**"), as a Grantor to the First 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 25, 2008 and give effect to, and contain data relating to Redwood pursuant to the acquisition by Inverness Medical Innovations, Inc. of the capital stock of RTL Holdings, Inc., the parent of Redwood, 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
FIRST LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT**

Copyrights - None.

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

Patents - None.

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

Trademarks

US Trademarks

Mark	Country	Registration No.	Date Issued
PERMAXIM	US	3,180,037	12/5/06
REDITEST	US	3,031,790	12/20/05
REDWOOD BIOTECH RAPID ON-SITE DRUG DETECTION REDI SCREEN	US - CALIFORNIA	106,839	11/16/00

Trademark Applications

Mark	Country	Application No.	Date Applied
REDI-CLIN	US	78,708,397	9/7/05

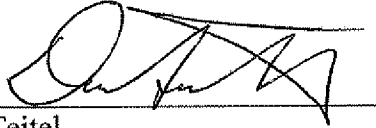
**COUNTERPART TO
FIRST LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This counterpart, dated as of June 13 2008, is delivered pursuant to that certain First 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]

MATRIA HEALTHCARE, LLC

By: 
Name: David Teitel
Title: Vice President

MATRIA HEALTH ENHANCEMENT
COMPANY
QUALITY ONCOLOGY, INC.
MIAVITA, INC.
WINNINGHABITS, INC.
WINNINGHABITS GP, INC.
WINNINGHABITS LP, INC.
MATRIA WOMEN'S AND CHILDREN'S
HEALTH, LLC
DIABETES ACQUISITION, INC.

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

APPROVED
As To Form


Legal Department

[SIGNATURE PAGE TO COUNTERPART TO IP SECURITY AGREEMENT -- FIRST LIEN
MATRIA HEALTHCARE, LLC AND ITS SUBSIDIARIES]

LEGAL_US_E # 79393571

TRADEMARK
REEL: 004305 FRAME: 0697

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 - FIRST LIEN
MATRIA HEALTHCARE, LLC AND ITS SUBSIDIARIES]

LEGAL_US_E # 79393571

TRADEMARK
REEL: 004305 FRAME: 0698

SUPPLEMENTAL SCHEDULES
TO
FIRST 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 Matria Healthcare, LLC (formerly known as Matria Healthcare, Inc.) and certain of its subsidiaries (“*MATRIA*”), as a Grantor to the First 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 13, 2008 and give effect to, and contain data relating to MATRIA 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
FIRST LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT**

Copyrights –

Copyrights owned by Matria Healthcare, LLC (formerly Matria Healthcare, Inc.)

Title	Reg. No.	Reg. Date
Trimester Magazine	TX 3-896-924	1994
Tokos Perinatal Policies and Procedures	TXu 302-098	1987

Copyrights owned by Matria Women's and Children's Health, LLC

Title	Reg. No.	Reg. Date
Evidence based medicine and continuous subcutaneous terbutaline infusion	TXu 1-122-073	2003
Evidence-based medicine and home uterine activity monitoring for tertiary prevention of preterm birth	TXu 1-125-254	2003

Copyrights owned by CorSolutions, Inc.

Title	Reg. No.	Reg. Date
Integrated health and productivity solutions.	TXu001209197	04/28/2005
Customer-centric health intelligence and solutions feature THE integrated approach to health and productivity	TXu001209198	04/28/2005
Achieving better control, a comprehensive diabetes self-management training program	TX 4-172-006	1996

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

Patents -

Title	Patent Number	Domain	Owner
APPARATUS FOR RECORDING REAGENT TEST STRIP DATA BY COMPARISON TO COLOR LIGHTS ON REFERENCE PANEL	5,182,707	U.S.	Matria Healthcare, LLC (formerly known as Matria Healthcare, Inc.)
PREDICTIVE MODELING SYSTEM AND METHOD FOR DISEASE MANAGEMENT	11/200,804	U.S.	Matria Healthcare, LLC (formerly known as Matria Healthcare, Inc.)

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

Trademarks –

Trademarks owned by Matria Healthcare, LLC (formerly Matria Healthcare, Inc.)

Mark	Registration or Serial Number	Domain	Registration Date	Status
BABYLINE	1,915,721	U.S.	08/29/1995	Registered
BABYLINK	3,004,269	U.S.	10/04/2005	Registered
BABY'S FEET LOGO (DESIGN ONLY)	1,913,309	U.S.	08/22/1995	Registered
CARELINK	1,556,290	U.S.	09/12/1989	Registered
CORADMINISTRATIVE CONNECTIONS	3,095,341	U.S.	05/23/2006	Registered
CORCHOICES	2,787,898	U.S.	12/02/2003	Registered
CORCONNECT	2,798,305	U.S.	12/23/2003	Registered
	2,981,916	U.S.	08/02/2005	Registered
CORDIMENSIONS	3,052,572	U.S.	01/31/2006	Registered
CORSOLUTIONS	2,523,336	U.S.	12/25/2001	Registered
GENESIS	1,499,423	U.S.	08/09/1988	Registered
HEALTHDYNE	294,029	Canada	08/10/1984	Registered
	1,183,590	U.S.	12/29/1981	Registered
MATERNALINK	2,277,168	U.S.	09/14/1999	Registered
MATRIA	2,053,608	U.S.	04/15/1997	Registered
MATRIA HEALTHCARE	2,053,602	U.S.	04/15/1997	Registered
MEASURABLY IMPROVING LIVES	3,049,857	U.S.	01/24/2006	Registered
NEOLINK	3427564	U.S.	05/13/2008	Registered
PERIDATA	1,579,562	U.S.	01/23/1990	Registered
SYSTEM 37	1,576,235	U.S.	01/09/1990	Registered
THE HEALTH ENHANCEMENT COMPANY	2,778,802	U.S.	10/28/2003	Registered

TMNS	3,437,205	U.S.	05/27/2008	Registered
TOTAL MATERNAL- NEWBORN SOLUTION	3,437,206	U.S.	05/27/2008)	Registered
TOUCHENGINE	77/467,746 (serial number)	U.S.	05/07/2008 (filed)	Pending
TOUCH ENGINE	77/467,743 (serial number)	U.S.	05/07/2008 (filed)	Pending
TRIMESTER	1,913,308	U.S.	08/22/1995	Registered
VOICE CONNECTIONS	3,302,657	U.S.	10/02/2007	Registered
WELL FOCUS	2,664,086	U.S.	12/17/2002	Registered
WINDOW OF CARE	2,931,729	U.S.	03/08/2005	Registered
WINNINGHABITS.COM	2,594,975	U.S.	07/16/2002	Registered
	2,579,444		6/11/2002	

Trademarks owned by Quality Oncology, Inc. (subsidiary of Matria Healthcare, LLC)

Mark	Registration or Serial Number	Domain	Registration Date	Status
CANCER PAGE.COM	2,545,314	U.S.	03/05/2002	Registered
CANCERPAGE.COM (AND DESIGN)	001800788	E.U.	01/21/2002	Registered
	1068914 (application number)	Canada	07/27/2000	Searched
	2,919,216	U.S.	01/18/2005	Registered

Trademarks owned by Miavita, Inc. (subsidiary of Matria Healthcare, LLC)

Mark	Registration or Serial Number	Domain	Registration Date	Status
MIAVITA	2646360	U.S.	11/05/2002	Registered.

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

This counterpart, dated as of February 3, 2009, is delivered pursuant to that certain First 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]

AMEDITECH INC.

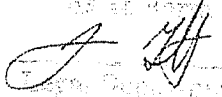
By: 

Name: David Teitel

Title: General Manager

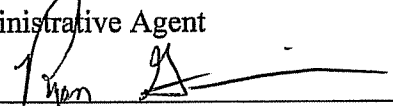
APPROVED

By: 



ACKNOWLEDGED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION,
as Administrative Agent

By: 
Name: Ryan Guenin
Title: Its Authorized Signatory

SUPPLEMENTAL SCHEDULES
TO
FIRST 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 Ameditech Inc. ("*Ameditech*"), as a Grantor to the First 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 February 3, 2009 and give effect to, and contain data relating to Ameditech 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
FIRST LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT

Copyrights -

None


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

Patents -

Description	Patent Number
Fluid-Specimen Collecting and Testing Device and Method for Recording Chromatographic Assay Test Results	U.S. 7,300,626 B2
Dual-Chambered Fluid-Specimen Testing Device and Method	U.S. 6,726,879 B2
Fluid-Specimen Collecting and Testing Device and Method for Recording Chromatographic Assay Test Results	US2008/0056941 (Pending)
Fluid Sample Collecting and Analyzing Apparatus	Application No. 11/998,610 (Pending)
Fluid Sample Collecting and Analyzing Apparatus – PCT	(Pending)

SCHEDULE 1C
TO
FIRST LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT

Trademarks –

Name of Mark	Status
 <u>AMEDITECH, INC.</u>	(Pending)

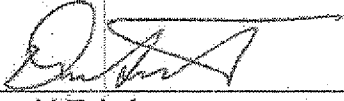
**COUNTERPART TO
FIRST LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This counterpart, dated as of July 30, 2009, is delivered pursuant to that certain First 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]

GENECARE MEDICAL GENETICS CENTER,
INC.

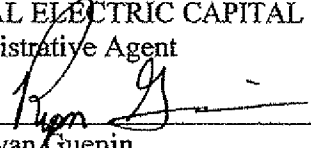
By: 
Name: David Teitel
Title: Vice President & Treasurer

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

SUPPLEMENTAL SCHEDULES
TO
FIRST 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 GeneCare Medical Genetics Center, Inc. ("*GeneCare*"), as a Grantor to the First 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 July [], 2009 and give effect to, and contain data relating to GeneCare 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
FIRST LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT**

Copyrights -

None

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

Patents -

1. METHODS OF CHROMOSOME DRYING AND SPREADING

TP FILE NO. 4007-001

PUBLICATION NO US-2008-0090227-A1

2. METHOD OF GENETIC SCREENING AND ANALYSIS

TP FILE NO. 4007-002

FILING DATE 7/27/2007

SERIAL NO. 11/881593

ATTY. DOCKET NO./TITLE 4007-002

CONFIRMATION NO. 2166

PUBLICATION DATE: 29 JANUARY 2009

PUBLICATION #: US-2009-0030723-A1

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

Trademarks –

SEQUENTIAL

- a. **SEQUENTIAL SCREEN (ABANDONED BY GENE CARE)**
SERIAL # 77022599
- b. **INTEGRATED SCREEN (ABANDONED BY GENE CARE)**
SERIAL #78375385
- c. **SEQUENTIAL (ABANDONED BY GENE CARE)**
SERIAL # 78233518
REGISTRATION# 2828002
- d. **MODIFIED SEQUENTIAL**
SERIAL #77330086
APPLICATION # 77330086
REFERENCE # 740193-24
OPPOSITION # 91185834
REGISTRATION # 3563249

EARLY SCREEN

SERIAL # 76214085
REGISTRATION # 2884623

FIRST TRI

SERIAL #78594309
REGISTRATION #3294841

FIRST TRIMESTER

SERIAL # 78591510
REGISTRATION # 3291656

ERA

SERIAL #78751045
REGISTRATION # 3304109

ERA (CANADA)

SERIAL #1300877
REGISTRATION # TMA 737,237

ERA (MEXICO)

APPLICATION #781585
REGISTRATION #949877

EARLY RISK ASSESSMENT

SERIAL #78751046
REGISTRATION #3361114

GENECARE

SERIAL #74568057

REGISTRATION #1992428

GENECARE

SERIAL #74152218

REGISTRATION # 1774507

GENECARE (CANADA)

CANADIAN SERVICE MARK APPLICATION # 776664

BASED ON U.S. SERVICE MARK REGISTRATION #1774507

REGISTRATION TMA491621

GENECARE MEXICO

MEXICAN SERVICE MARK REGISTRATION # 497475

BASED ON U.S. SERVICE MARK REGISTRATION #1,774,507

GENECARE MEXICO (2005)

MARCA 929788

EXPEDIENTE 756242

GENETICS ASSOCIATES OF NORTH CAROLINA (1991) (ORIGINAL NAME, WHICH THE STATE OF NC INCORRECTLY CHANGED NAMED AND RECORDED AS GENECARE OF NORTH CAROLINA IN 1995, WHICH WE GOT CORRECTED TO GENECARE MEDICAL GENETICS CENTER INC. IN 1997).

SERIAL # 74/152,218

OPPOSITION SERIAL #74/135,787

GENECARE (1993) – ALLOWED BY THE U.S.P.T.O.

SERIAL # 74/152,218

FILED 3-28-1991, REGISTERED 6-1-1993

REGISTRATION # 1774507

QUICKFISH

TP FILE NO. 4007-003

FILING DATE 9/4/2007

SERIAL NO. 77/274597

ATTY. DOCKET NO. / TITLE 4007-003

REGISTRATION # 3,604,938