

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT																																
NATURE OF CONVEYANCE:	SECURITY INTEREST																																
CONVEYING PARTY DATA																																	
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 25%;">Name</th> <th style="width: 25%;">Formerly</th> <th style="width: 25%;">Execution Date</th> <th style="width: 25%;">Entity Type</th> </tr> </thead> <tbody> <tr> <td>Alere Medical, Inc.</td> <td></td> <td>05/27/2011</td> <td>CORPORATION: CALIFORNIA</td> </tr> <tr> <td>Alere Health, LLC</td> <td></td> <td>05/27/2011</td> <td>LIMITED LIABILITY COMPANY: DELAWARE</td> </tr> <tr> <td>Alere Women's and Children's Health, LLC</td> <td></td> <td>05/27/2011</td> <td>LIMITED LIABILITY COMPANY: DELAWARE</td> </tr> <tr> <td>Alere San Diego, Inc.</td> <td></td> <td>05/27/2011</td> <td>CORPORATION: DELAWARE</td> </tr> <tr> <td>Alere Wellbeing, Inc.</td> <td></td> <td>05/27/2011</td> <td>CORPORATION: DELAWARE</td> </tr> <tr> <td>Free and Clear, Inc.</td> <td></td> <td>05/27/2011</td> <td>CORPORATION: FLORIDA</td> </tr> <tr> <td>Alere Genetics, Inc.</td> <td></td> <td>05/27/2011</td> <td>CORPORATION: NORTH CAROLINA</td> </tr> </tbody> </table>	Name	Formerly	Execution Date	Entity Type	Alere Medical, Inc.		05/27/2011	CORPORATION: CALIFORNIA	Alere Health, LLC		05/27/2011	LIMITED LIABILITY COMPANY: DELAWARE	Alere Women's and Children's Health, LLC		05/27/2011	LIMITED LIABILITY COMPANY: DELAWARE	Alere San Diego, Inc.		05/27/2011	CORPORATION: DELAWARE	Alere Wellbeing, Inc.		05/27/2011	CORPORATION: DELAWARE	Free and Clear, Inc.		05/27/2011	CORPORATION: FLORIDA	Alere Genetics, Inc.		05/27/2011	CORPORATION: NORTH CAROLINA	
Name	Formerly	Execution Date	Entity Type																														
Alere Medical, Inc.		05/27/2011	CORPORATION: CALIFORNIA																														
Alere Health, LLC		05/27/2011	LIMITED LIABILITY COMPANY: DELAWARE																														
Alere Women's and Children's Health, LLC		05/27/2011	LIMITED LIABILITY COMPANY: DELAWARE																														
Alere San Diego, Inc.		05/27/2011	CORPORATION: DELAWARE																														
Alere Wellbeing, Inc.		05/27/2011	CORPORATION: DELAWARE																														
Free and Clear, Inc.		05/27/2011	CORPORATION: FLORIDA																														
Alere Genetics, Inc.		05/27/2011	CORPORATION: NORTH CAROLINA																														
RECEIVING PARTY DATA																																	
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 20%;">Name:</td> <td>General Electric Capital Corporation, as Agent</td> </tr> <tr> <td>Street Address:</td> <td>2 Bethesda Metro Center</td> </tr> <tr> <td>Internal Address:</td> <td>Suite 600</td> </tr> <tr> <td>City:</td> <td>Bethesda</td> </tr> <tr> <td>State/Country:</td> <td>MARYLAND</td> </tr> <tr> <td>Postal Code:</td> <td>89521</td> </tr> <tr> <td>Entity Type:</td> <td>CORPORATION: DELAWARE</td> </tr> </table>	Name:	General Electric Capital Corporation, as Agent	Street Address:	2 Bethesda Metro Center	Internal Address:	Suite 600	City:	Bethesda	State/Country:	MARYLAND	Postal Code:	89521	Entity Type:	CORPORATION: DELAWARE																			
Name:	General Electric Capital Corporation, as Agent																																
Street Address:	2 Bethesda Metro Center																																
Internal Address:	Suite 600																																
City:	Bethesda																																
State/Country:	MARYLAND																																
Postal Code:	89521																																
Entity Type:	CORPORATION: DELAWARE																																
PROPERTY NUMBERS Total: 15																																	
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 20%;">Property Type</th> <th style="width: 20%;">Number</th> <th style="width: 60%;">Word Mark</th> </tr> </thead> <tbody> <tr> <td>Serial Number:</td> <td>77837309</td> <td>ALERE</td> </tr> <tr> <td>Serial Number:</td> <td>77850917</td> <td>MATERNALINK</td> </tr> <tr> <td>Serial Number:</td> <td>77923420</td> <td>THE 24/7 OBSTETRIC NURSING COMPANY</td> </tr> <tr> <td>Serial Number:</td> <td>77814036</td> <td>3DX</td> </tr> <tr> <td>Registration Number:</td> <td>3708708</td> <td>TRIAGE</td> </tr> <tr> <td>Registration Number:</td> <td>3121828</td> <td>TRIAGE WIRELESS</td> </tr> </tbody> </table>	Property Type	Number	Word Mark	Serial Number:	77837309	ALERE	Serial Number:	77850917	MATERNALINK	Serial Number:	77923420	THE 24/7 OBSTETRIC NURSING COMPANY	Serial Number:	77814036	3DX	Registration Number:	3708708	TRIAGE	Registration Number:	3121828	TRIAGE WIRELESS												
Property Type	Number	Word Mark																															
Serial Number:	77837309	ALERE																															
Serial Number:	77850917	MATERNALINK																															
Serial Number:	77923420	THE 24/7 OBSTETRIC NURSING COMPANY																															
Serial Number:	77814036	3DX																															
Registration Number:	3708708	TRIAGE																															
Registration Number:	3121828	TRIAGE WIRELESS																															

CH \$390.00 77837309

900193222

TRADEMARK
REEL: 004551 FRAME: 0648

Registration Number:	2383114	FREE & CLEAR
Registration Number:	2397048	FREE & CLEAR
Registration Number:	2590192	FREE & CLEAR
Registration Number:	3427423	FREE & CLEAR
Serial Number:	78688609	FREE CLEAR
Serial Number:	77388958	MIND TO BODY
Serial Number:	77436287	MINDBODY COACH
Serial Number:	78801103	QUIT WEB
Registration Number:	3872496	EARLY SCREEN

CORRESPONDENCE DATA

Fax Number: (212)230-5199
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 212-318-6518
 Email: terrenceboyle@paulhastings.com
 Correspondent Name: Terrence G. Boyle
 Address Line 1: 75 East 55th Street
 Address Line 4: New York, NEW YORK 08723

ATTORNEY DOCKET NUMBER:	56704.00101
NAME OF SUBMITTER:	Terrence G. Boyle
Signature:	/Terrence G. Boyle/
Date:	06/01/2011

Total Attachments: 24

source=First Lien IP Security Agreement (May 27, 2011 Supplement)#page1.tif
 source=First Lien IP Security Agreement (May 27, 2011 Supplement)#page2.tif
 source=First Lien IP Security Agreement (May 27, 2011 Supplement)#page3.tif
 source=First Lien IP Security Agreement (May 27, 2011 Supplement)#page4.tif
 source=First Lien IP Security Agreement (May 27, 2011 Supplement)#page5.tif
 source=First Lien IP Security Agreement (May 27, 2011 Supplement)#page6.tif
 source=First Lien IP Security Agreement (May 27, 2011 Supplement)#page7.tif
 source=First Lien IP Security Agreement (May 27, 2011 Supplement)#page8.tif
 source=First Lien IP Security Agreement (May 27, 2011 Supplement)#page9.tif
 source=First Lien IP Security Agreement (May 27, 2011 Supplement)#page10.tif
 source=First Lien IP Security Agreement (May 27, 2011 Supplement)#page11.tif
 source=First Lien IP Security Agreement (May 27, 2011 Supplement)#page12.tif
 source=Second Lien IP Security Agreement (May 27, 2011 Supplement)#page1.tif
 source=Second Lien IP Security Agreement (May 27, 2011 Supplement)#page2.tif
 source=Second Lien IP Security Agreement (May 27, 2011 Supplement)#page3.tif
 source=Second Lien IP Security Agreement (May 27, 2011 Supplement)#page4.tif
 source=Second Lien IP Security Agreement (May 27, 2011 Supplement)#page5.tif
 source=Second Lien IP Security Agreement (May 27, 2011 Supplement)#page6.tif
 source=Second Lien IP Security Agreement (May 27, 2011 Supplement)#page7.tif

TRADEMARK

REEL: 004551 FRAME: 0649

source=Second Lien IP Security Agreement (May 27, 2011 Supplement)#page8.tif
source=Second Lien IP Security Agreement (May 27, 2011 Supplement)#page9.tif
source=Second Lien IP Security Agreement (May 27, 2011 Supplement)#page10.tif
source=Second Lien IP Security Agreement (May 27, 2011 Supplement)#page11.tif
source=Second Lien IP Security Agreement (May 27, 2011 Supplement)#page12.tif

FIRST LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT

THIS FIRST LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT (this "Intellectual Property Security Agreement Supplement"), dated as of May 27, 2011, 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, dated as of June 26, 2007, in favor of the Administrative Agent (the "Guaranty and Security Agreement") and a First Lien Intellectual Property Security Agreement, dated as of June 26, 2007 (the "Intellectual Property Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of the other Loan Parties; and

WHEREAS, under the terms of the Guaranty and Security Agreement, the Grantors have granted a security interest in the Additional Intellectual Property Collateral (as defined in Section 2 below) of the Grantors to the Administrative Agent for the ratable benefit of the Secured Parties and each of the Grantors has agreed as a condition thereof to execute this Intellectual Property Security Agreement Supplement to supplement the Intellectual Property Security Agreement and for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and other governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor 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 Additional 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 "Additional 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. Supplement to Security Agreement. Schedule 6 to the Guaranty and Security Agreement is, effective as of the date hereof, hereby supplemented to add to such Schedule the Additional Intellectual Property Collateral.

SECTION 4. Guaranty and Security Agreement. The security interest granted pursuant to this Intellectual Property Security Agreement Supplement 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 Additional 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 5. 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 Additional Intellectual Property Collateral and IP Licenses subject to a security interest hereunder.

SECTION 6. Counterparts. This Intellectual Property Security Agreement Supplement 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 7. Governing Law. This Intellectual Property Security Agreement Supplement 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.

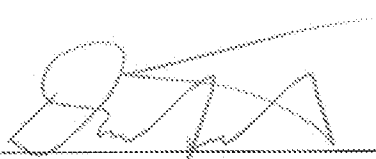
[SIGNATURE PAGES FOLLOW]

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

GRANTORS:

ALERE INC.

By: _____


Name: David A. Teitel

Title: Chief Financial Officer and Treasurer

GRANTORS (continued):

ALERE GENETICS, INC.
ALERE HEALTH IMPROVEMENT COMPANY
ALERE HEALTH, LLC
ALERE HEALTH SYSTEMS, INC.
ALERE HEALTHCARE OF ILLINOIS, INC.
ALERE HOME MONITORING, INC.
ALERE INTERNATIONAL HOLDING CORP.
ALERE MEDICAL, INC.
ALERE NEWCO, INC.
ALERE NEWCO II, INC.
ALERE NORTH AMERICA, INC.
ALERE SAN DIEGO, INC.
ALERE SCARBOROUGH, INC.
ALERE US HOLDINGS, LLC
ALERE WELLOLOGY INC.
ALERE WOMEN'S AND CHILDREN'S
HEALTH, LLC
AMEDITECH INC.
BINAX, INC.

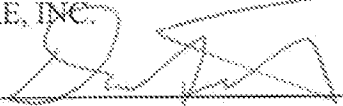
By: _____

Name: David A. Teitel

Title (respectively): Vice President and
Treasurer; Vice President, Finance; Vice
President and Treasurer; Vice President
and Treasurer; Vice President, Finance;
Vice President, Finance; President; Vice
President and Treasurer; President;
President; Vice President, Finance; Vice
President, Finance; Vice President,
Finance; President; Vice President,
Finance; Vice President, Finance;
General Manager; Vice President; Vice
President, Finance

GRANTORS (continued):

BIOSITE INCORPORATED
CHOLESTECH CORPORATION
FIRST CHECK DIAGNOSTICS CORP.
FIRST CHECK ECOM, INC.
ALERE WELLBEING, INC.
HEMOSENSE, INC.
INNOVACON, INC.
INSTANT TECHNOLOGIES, INC.
INVERNESS MEDICAL, LLC
IVC INDUSTRIES, INC.
QUALITY ASSURED SERVICES, INC.
REDWOOD TOXICOLOGY LABORATORY
RMD NETWORKS, INC.
RTL HOLDINGS, INC.
SELFCARE TECHNOLOGY, INC.
SPDH, INC.
WAMPOLE LABORATORIES, LLC
ZYCARE, INC.

By:  _____

Name: David A. Teitel

Title (respectively): Vice President, Finance;
Vice President, Finance; Vice President,
Finance; Vice President; Vice President,
Finance and Treasurer; Treasurer; Vice
President, Finance; Vice President,
Finance; Vice President, Finance; Vice
President; Vice President, Finance; Vice
President, Finance; Vice President,
Finance and Treasurer; Vice President,
Finance; Vice President, Finance;
President; Vice President; Chief
Financial Officer and Treasurer

GRANTORS (continued):

ALERE OF NEW YORK, INC.

By: _____

Name: David Teitel

Title: Vice President, Finance

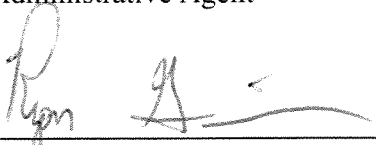
GRANTORS (continued):

ALERE TOXICOLOGY SERVICES, INC.
LABORATORY SPECIALISTS OF AMERICA,
INC.
SCIENTIFIC TESTING LABORATORIES, INC.

By: Ellen V. Chiniara
Name: Ellen V. Chiniara
Title (respectively): Secretary; Secretary;
Secretary

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION
as Administrative Agent

By: _____

Name: Ryan Guenin

Title: Its Duly Authorized Signatory

SCHEDULE 1A

COPYRIGHTS

Copyrights

Registration No.

Owned by Matria Healthcare, LLC (formerly Matria Healthcare, Inc.)

“Tokos Perinatal Policies and Procedures” No. TXu 302,098

“Trimester Magazine” No. TX3 896,934

Owned by Matria Women’s and Children’s Health, LLC

“Evidence based medicine and continuous
Subcutaneous terbutaline infusion” No. TXu 1-122-073

“Evidence based medicine and home uterine
Activity monitoring for teritiary prevention
Of preterm birth” No. TXu 1-125-254

Owned by CorSolutions, Inc.

“Integrated Health and Productivity Solutions” No. TXu 1209197

“Customer-Centric Health Intelligence and Solutions Feature
THE Integrated Approach to Health and Productivity” No. TXu 1209198

“Achieving better control, a comprehensive
Diabetes self-management training program” No. TX 4-172-006

SCHEDULE 1B**PATENTS**

Description	Owner	County	Patent No./ Publication No.
System and method for the wellness value estimator	Alere Medical Incorporated	US	Pending
Fluid-specimen collecting and testing device and method for recording chromatographic assay test results	Ameditech Inc.	US	7300626
Dual chambered fluid specimen testing device and method	Ameditech Inc.	US	6,726,879
Fluid-specimen collecting and testing device and method for recording chromatographic assay test results	Ameditech Inc.	US	2008-0056941
Fluid-specimen collecting and testing device and method for recording chromatographic assay test results	Ameditech Inc.	US	2007-0026530
Fluid sample collecting and analyzing apparatus	Ameditech Inc.	US	Pending
Fluid sample collecting and analyzing apparatus	Ameditech Inc.	US	Pending
Invertable specimen cup having fluid level adjusting cap	Ameditech Inc.	US	Pending
Modification of bioassays for selection of antigens characterisitic of bacteria that are causative of ear and respiratory infections to eliminate false-positive results caused by nasopharyngeal colonization of children	Binax, Inc.	US	7718375

SCHEDULE 1C**TRADEMARKS**

Mark	Owner	Registration or Serial Number	Domain	Registration Date	Status
ALERE	Alere, LLC	77/837309	U.S.	N/A	Pending
MATERNALINK	Alere, LLC	77/850917	U.S.	N/A	Pending
THE 24/7 OBSTETRIC NURSING COMPANY (AND DESIGN),	Alere Women's and Children's Health, LLC	77/923420	U.S.	N/A	Pending
BINAXNOW, 3DX	Binax, Inc.	2009-036426	Japan	N/A	Pending
BIOSITE	Biosite Incorporated	77/814036	U.S.	N/A	Pending
BIOSITE	Biosite Incorporated	825729823	Brazil	06/12/2007	Registered
TRIAGE	Biosite Incorporated	51408/2009	Switzerland	N/A	Pending
TRIAGE	Biosite Incorporated	251060	Norway	05/19/2009	Registered
TRIAGE	Biosite Incorporated	4-2009-007152	Philippines	N/A	Pending
TRIAGE	Biosite Incorporated	4-2009-002489	Philippines	N/A	Pending
TRIAGE	Biosite Incorporated	1395585	Taiwan	01/16/2010,	Registered
TRIAGE	Biosite Incorporated	3708708	U.S.	11/10/2009	Registered
TRIAGE (in Japanese Characters),	Biosite Incorporated	2009-73654	Japan	N/A	Pending
TRIAGE WIRELESS	Biosite Incorporated	3121828	U.S.	07/25/2006	Registered
CHOLESTECH	Cholestech Corporation	6709356	China	04/28/2010	Registered
CHOLESTECH	Cholestech Corporation	6709355	China	N/A	Pending
CHOLESTECH (in Japanese Characters) LDX	Cholestech Corporation	2009-095039	Japan	N/A	Pending
CHOLESTECH LDX	Cholestech Corporation	2009-095038	Japan	N/A	Pending
FREE & CLEAR	Free & Clear, Inc	2383114	U.S.	09/05/2000	Cancelled
FREE & CLEAR	Free & Clear, Inc	2397048	U.S.	10/24/2000	Registered
FREE & CLEAR	Free & Clear, Inc	2590192	U.S.	07/09/2002	Registered
FREE & CLEAR	Free & Clear, Inc	3427423	U.S.	05/13/2008	Registered
FREE & CLEAR	Free & Clear, Inc	78/688609	U.S.	N/A	Pending
MIND TO BODY	Free & Clear, Inc	77/388958	U.S.	N/A	Abandoned
MINDBODY COACH	Free & Clear, Inc	77/436287	U.S.	N/A	Abandoned
QUIT WEB,	Free & Clear, Inc	78/801103	U.S.	N/A	Abandoned
EARLY SCREEN	GenCare Medical	3872496	U.S.	11/09/2010	Registered

**SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT
SUPPLEMENT**

THIS SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT (this “Intellectual Property Security Agreement Supplement”), dated as of May 20, 2011, 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 (as defined in the Credit Agreement referred to below).

WITNESSETH:

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

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

WHEREAS, under the terms of the Guaranty and Security Agreement, the Grantors have granted a security interest in the Additional Intellectual Property Collateral (as defined in Section 2 below) of the Grantors to the Administrative Agent for the ratable benefit of the Secured Parties and each of the Grantors has agreed as a condition thereof to execute this Intellectual Property Security Agreement Supplement to supplement the Intellectual Property Security Agreement and for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and other governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor 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 Additional 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 “Additional 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. Supplement to Security Agreement. Schedule 6 to the Guaranty and Security Agreement is, effective as of the date hereof, hereby supplemented to add to such Schedule the Additional Intellectual Property Collateral.

SECTION 4. Guaranty and Security Agreement. The security interest granted pursuant to this Intellectual Property Security Agreement Supplement 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 Additional 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 5. 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 Additional Intellectual Property Collateral and IP Licenses subject to a security interest hereunder.

SECTION 6. Counterparts. This Intellectual Property Security Agreement Supplement 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 7. Governing Law. This Intellectual Property Security Agreement Supplement 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 Supplement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTORS:

ALERE INC.

By: _____

Name: David A. Teitel

Title: Chief Financial Officer and Treasurer

[SIGNATURE PAGE TO SECOND LIEN IP SECURITY AGREEMENT SUPPLEMENT]

TRADEMARK
REEL: 004551 FRAME: 0666

GRANTORS (continued):

ALERE GENETICS, INC.
ALERE HEALTH IMPROVEMENT COMPANY
ALERE HEALTH, LLC
ALERE HEALTH SYSTEMS, INC.
ALERE HEALTHCARE OF ILLINOIS, INC.
ALERE HOME MONITORING, INC.
ALERE INTERNATIONAL HOLDING CORP.
ALERE MEDICAL, INC.
ALERE NEWCO, INC.
ALERE NEWCO II, INC.
ALERE NORTH AMERICA, INC.
ALERE SAN DIEGO, INC.
ALERE SCARBOROUGH, INC.
ALERE US HOLDINGS, LLC
ALERE WELLOLOGY INC.
ALERE WOMEN'S AND CHILDREN'S
HEALTH, LLC
AMEDITECH INC.
BINAX, INC.

By: _____

Name: David A. Teitel

Title (respectively): Vice President and
Treasurer; Vice President, Finance; Vice
President and Treasurer; Vice President
and Treasurer; Vice President, Finance;
Vice President, Finance; President; Vice
President and Treasurer; President;
President; Vice President, Finance; Vice
President, Finance; Vice President,
Finance; President; Vice President,
Finance; Vice President, Finance;
General Manager; Vice President; Vice
President, Finance

GRANTORS (continued):

BIOSITE INCORPORATED
CHOLESTECH CORPORATION
FIRST CHECK DIAGNOSTICS CORP.
FIRST CHECK ECOM, INC.
ALERE WELLBEING, INC.
HEMOSENSE, INC.
INNOVACON, INC.
INSTANT TECHNOLOGIES, INC.
INVERNESS MEDICAL, LLC
IVC INDUSTRIES, INC.
QUALITY ASSURED SERVICES, INC.
REDWOOD TOXICOLOGY LABORATORY
RMD NETWORKS, INC.
RTL HOLDINGS, INC.
SELFCARE TECHNOLOGY, INC.
SPDH, INC.
WAMPOLE LABORATORIES, LLC
ZYCARE, INC.

By:  _____

Name: David A. Teitel

Title (respectively): Vice President, Finance;
Vice President, Finance; Vice President,
Finance; Vice President; Vice President,
Finance and Treasurer; Treasurer; Vice
President, Finance; Vice President,
Finance; Vice President, Finance; Vice
President; Vice President, Finance; Vice
President, Finance; Vice President,
Finance and Treasurer; Vice President,
Finance; Vice President, Finance;
President; Vice President; Chief
Financial Officer and Treasurer

GRANTORS (continued):

ALERE OF NEW YORK, INC.

By:

A handwritten signature in dark ink, appearing to read 'David Teitel', is written over a horizontal line.

Name: David Teitel

Title: Vice President, Finance

GRANTORS (continued):

ALERE TOXICOLOGY SERVICES, INC.
LABORATORY SPECIALISTS OF AMERICA,
INC.
SCIENTIFIC TESTING LABORATORIES, INC.

By: Ellen V. Chiniara
Name: Ellen V. Chiniara
Title (respectively): Secretary; Secretary;
Secretary

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION
as Administrative Agent

By: 

Name: Ryan Guenin

Title: Its Duly Authorized Signatory

[SIGNATURE PAGE TO SECOND LIEN IP SECURITY AGREEMENT SUPPLEMENT]

TRADEMARK
REEL: 004551 FRAME: 0671

SCHEDULE 1A

COPYRIGHTS

Copyrights

Registration No.

Owned by Matria Healthcare, LLC (formerly Matria Healthcare, Inc.)

“Tokos Perinatal Policies and Procedures” No. TXu 302,098

“Trimester Magazine” No. TX3 896,934

Owned by Matria Women’s and Children’s Health, LLC

“Evidence based medicine and continuous
Subcutaneous terbutaline infusion” No. TXu 1-122-073

“Evidence based medicine and home uterine
Activity monitoring for teritiary prevention
Of preterm birth” No. TXu 1-125-254

Owned by CorSolutions, Inc.

“Integrated Health and Productivity Solutions” No. TXu 1209197

“Customer-Centric Health Intelligence and Solutions Feature
THE Integrated Approach to Health and Productivity” No. TXu 1209198

“Achieving better control, a comprehensive
Diabetes self-management training program” No. TX 4-172-006

SCHEDULE 1B**PATENTS**

Description	Owner	County	Patent No./ Publication No.
System and method for the wellness value estimator	Alere Medical Incorporated	US	Pending
Fluid-specimen collecting and testing device and method for recording chromatographic assay test results	Ameditech Inc.	US	7300626
Dual chambered fluid specimen testing device and method	Ameditech Inc.	US	6,726,879
Fluid-specimen collecting and testing device and method for recording chromatographic assay test results	Ameditech Inc.	US	2008-0056941
Fluid-specimen collecting and testing device and method for recording chromatographic assay test results	Ameditech Inc.	US	2007-0026530
Fluid sample collecting and analyzing apparatus	Ameditech Inc.	US	Pending
Fluid sample collecting and analyzing apparatus	Ameditech Inc.	US	Pending
Invertable specimen cup having fluid level adjusting cap	Ameditech Inc.	US	Pending
Modification of bioassays for selection of antigens characterisitic of bacteria that are causative of ear and respiratory infections to eliminate false-positive results caused by nasopharyngeal colonization of children	Binax, Inc.	US	7718375

SCHEDULE 1C**TRADEMARKS**

Mark	Owner	Registration or Serial Number	Domain	Registration Date	Status
ALERE	Alere, LLC	77/837309	U.S.	N/A	Pending
MATERNALINK	Alere, LLC	77/850917	U.S.	N/A	Pending
THE 24/7 OBSTETRIC NURSING COMPANY (AND DESIGN),	Alere Women's and Children's Health, LLC	77/923420	U.S.	N/A	Pending
BINAXNOW, 3DX	Binax, Inc.	2009-036426	Japan	N/A	Pending
BIOSITE	Biosite Incorporated	77/814036	U.S.	N/A	Pending
BIOSITE	Biosite Incorporated	825729823	Brazil	06/12/2007	Registered
TRIAGE	Biosite Incorporated	51408/2009	Switzerland	N/A	Pending
TRIAGE	Biosite Incorporated	251060	Norway	05/19/2009	Registered
TRIAGE	Biosite Incorporated	4-2009-007152	Philippines	N/A	Pending
TRIAGE	Biosite Incorporated	4-2009-002489	Philippines	N/A	Pending
TRIAGE	Biosite Incorporated	1395585	Taiwan	01/16/2010,	Registered
TRIAGE	Biosite Incorporated	3708708	U.S.	11/10/2009	Registered
TRIAGE (in Japanese Characters),	Biosite Incorporated	2009-73654	Japan	N/A	Pending
TRIAGE WIRELESS	Biosite Incorporated	3121828	U.S.	07/25/2006	Registered
CHOLESTECH	Cholestech Corporation	6709356	China	04/28/2010	Registered
CHOLESTECH	Cholestech Corporation	6709355	China	N/A	Pending
CHOLESTECH (in Japanese Characters) LDX	Cholestech Corporation	2009-095039	Japan	N/A	Pending
CHOLESTECH LDX	Cholestech Corporation	2009-095038	Japan	N/A	Pending
FREE & CLEAR	Free & Clear, Inc	2383114	U.S.	09/05/2000	Cancelled
FREE & CLEAR	Free & Clear, Inc	2397048	U.S.	10/24/2000	Registered
FREE & CLEAR	Free & Clear, Inc	2590192	U.S.	07/09/2002	Registered
FREE & CLEAR	Free & Clear, Inc	3427423	U.S.	05/13/2008	Registered
FREE & CLEAR	Free & Clear, Inc	78/688609	U.S.	N/A	Pending
MIND TO BODY	Free & Clear, Inc	77/388958	U.S.	N/A	Abandoned
MINDBODY COACH	Free & Clear, Inc	77/436287	U.S.	N/A	Abandoned
QUIT WEB,	Free & Clear, Inc	78/801103	U.S.	N/A	Abandoned
EARLY SCREEN	GenCare Medical	3872496	U.S.	11/09/2010	Registered

TRADEMARK**RECORDED: 06/01/2011****REEL: 004551 FRAME: 0674**