

## 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
Nipro Diagnostics, Inc.		08/22/2012	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Regions Bank		
Street Address:	100 SE Third Avenue		
Internal Address:	17th Floor		
City:	Fort Lauderdale		
State/Country:	FLORIDA		
Postal Code:	33394		
Entity Type:	CORPORATION: ALABAMA		
PROPERTY NUMBERS Total: 32			
Property Type	Number	Word Mark	
Registration Number:	2855533	AMIGO	
Registration Number:	3228329	GLUCOPRO	
Registration Number:	3395258	KEEPING DIABETES INLINE, ONLINE	
Registration Number:	2626223	PRESTIGE IQ	
Registration Number:	2863948	PRESTIGE SMART SYSTEM	
Registration Number:	3131998	SIDEKICK	
Registration Number:	3128923	SIDEKICK	
Registration Number:	3607094	TRUE2GO	
Registration Number:	3607096	TRUE2GO	
Registration Number:	3857535	TRUEBALANCE	
Registration Number:	3857545	TRUEBALANCE	
Registration Number:	3368510	TRUECONTROL	
Registration Number:	3515317	TRUECONTROL	

Registration Number:	3804499	TRUEDRAW
Registration Number:	3574898	TRUEFILL
Registration Number:	3574899	TRUEFILL
Registration Number:	3857544	TRUEMANAGER
Registration Number:	3447923	TRUEREAD
Registration Number:	3447922	TRUEREAD
Registration Number:	3592004	TRUERESULT
Registration Number:	3592187	TRUERESULT
Registration Number:	3800018	TRUETEST
Registration Number:	2865685	TRUETRACK
Registration Number:	3592186	TRUETRACK
Serial Number:	85086798	NIPRO DIAGNOSTICS
Serial Number:	85505769	TRUE FOCUS
Serial Number:	85505789	TRUE FOCUS
Serial Number:	85429718	TRUE METRIX
Serial Number:	85376398	TRUEDRAW
Serial Number:	77850868	TRUEMINI
Registration Number:	2880599	PRESTIGE SMART SYSTEM
Registration Number:	3857543	TRUEMANAGER

#### CORRESPONDENCE DATA

Fax Number: 5618920458

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Phone: 5613954141

Email: gmk@krasnalaw.com

Correspondent Name: Gary M. Krasna

Address Line 1: 1900 NW Corporate Blvd

Address Line 2: Suite 301W

Address Line 4: Boca Raton, FLORIDA 33431

NAME OF SUBMITTER:	Gary M. Krasna
Signature:	/gmk/
Date:	08/24/2012

Total Attachments: 14

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**TRADEMARK**  
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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (the "Agreement") is made as of August 22, 2012, by and between NIPRO DIAGNOSTICS, INC., a Delaware corporation (the "Grantor"), and REGIONS BANK, an Alabama banking corporation (the "Secured Party").

### RECITALS

A. Secured Party has extended certain financing to Grantor (the "Loan") pursuant to the terms of that certain Loan and Security Agreement dated of even date herewith, between Secured Party and Debtor (the "Loan Agreement").

B. In order to induce Secured Party to enter into the Loan Agreement and extend financing to Grantor, Grantor has agreed to grant a security interest in certain intangible property owned by Grantor to Secured Party for purposes of securing the obligations of Grantor to Secured Party. Capitalized terms used herein and not otherwise defined shall have the same meaning ascribed to such terms in the Loan Agreement.

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. Grant of Security Interest. As collateral security for the prompt and complete payment and performance of all Obligations, Grantor hereby grants a security interest and mortgage to Secured Party, as security, in and to Grantor's entire right, title and interest in, to and under the following (all of which shall collectively be called the "Intellectual Property Collateral"):

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the "Copyrights");

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights which may be available to Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including without limitation improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");

(e) Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the "Trademarks");

(f) Any and all claims for damages by way of past, present and future infringement of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(g) All licenses or other rights to use any of the Copyrights, Patents or Trademarks, and all license fees and royalties arising from such use to the extent permitted by such license or rights; and

(h) All amendments, renewals and extensions of any of the Copyrights, Trademarks or Patents; and

(i) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

2. Authorization and Request. Grantor authorizes and requests, if necessary, that the Register of Copyrights and the Commissioner of Patents and Trademarks record this security agreement.

3. Covenants and Warranties. Grantor represents, warrants, covenants and agrees as follows:

(a) Grantor is the sole owner of the Intellectual Property Collateral;

(b) To the best of the Borrower's knowledge, performance of this Agreement does not conflict with or result in a breach of any agreement to which Grantor is party or by which Grantor is bound;

(c) During the term of this Agreement, Grantor will not transfer or otherwise encumber any interest in the Intellectual Property Collateral, except for non-exclusive licenses granted by Grantor in the ordinary course of business or as set forth in this Agreement;

(d) To the best of the Borrower's knowledge, each of the Patents is valid and enforceable, and no part of the Intellectual Property Collateral has been judged invalid or unenforceable, in whole or in part, and no claim has been made that any part of the Intellectual Property Collateral violates the rights of any third party;

(e) RESERVED

(f) Grantor shall provide the Secured Party with a quarterly report of all intellectual property rights of the Borrower and shall execute such documents as Secured Party may reasonably request for Secured Party to maintain its perfection in such intellectual property rights registered by Grantor, and upon the request of Secured Party, shall file such documents simultaneously with the filing of any such applications or registrations. Upon request of Secured Party, Grantor shall promptly provide Secured Party with copies of all applications or registrations, without the exhibits, if any, thereto, and evidence of the filing of any documents

requested by Secured Party to be filed for Secured Party to maintain the perfection and priority of its security interest in such intellectual property rights, and the date of such filing.

(g) Grantor shall promptly advise Secured Party of any material change in the composition of the Intellectual Property Collateral, including but not limited to any subsequent ownership right of the Grantor in or to any Trademark, Patent or Copyright not specified in Exhibits A, B and C to this Agreement;

(h) Grantor shall promptly execute, deliver or file such additional instruments and documents and take such further actions as Secured Party may reasonably request from time to time to perfect, continue the perfection or maintain the priority of Secured Party's security interest in the Intellectual Property Collateral;

(i) This Agreement creates in favor of Secured Party, and in the case of after acquired Intellectual Property Collateral, at the time Grantor first has rights in such after acquired Intellectual Property Collateral this Agreement will create in favor of Secured Party, a valid and perfected first priority security interest in the Intellectual Property Collateral in the United States securing the payment and performance of the obligations evidenced by the Loan Agreement;

(j) All information heretofore, herein or hereafter supplied to Secured Party by or on behalf of Grantor with respect to the Intellectual Property Collateral is accurate and complete in all material respects;

(k) Grantor shall not enter into any agreement that would materially impair or conflict with Grantor's obligations hereunder without Secured Party's prior written consent, other than in connection with licenses issued to Grantor from third parties. Grantor has not and will not permit the inclusion in any contract to which it becomes a party of any provisions that could or might in any way limit the creation of a security interest in Grantor's property, including the Intellectual Property Collateral; and

(l) Upon any executive officer of Grantor obtaining actual knowledge thereof, Grantor will promptly notify Secured Party in writing of any event that materially adversely affects the value of any Intellectual Property Collateral, the ability of Grantor to dispose of any Intellectual Property Collateral or the rights and remedies of Secured Party in relation thereto, including the levy of any legal process against any of the Intellectual Property Collateral.

#### 4. Further Assurances; Attorney-in-Fact.

(a) On a continuing basis, Grantor will make, execute, acknowledge and deliver, and file and record in the proper filing and recording places in the United States, all such instruments, including appropriate financing and continuation statements and collateral agreements and filings with the United States Patent and Trademark Office and the Register of Copyrights, and take all such action as may reasonably be deemed necessary or advisable, or as requested by Secured Party, to perfect Secured Party's security interest in all Copyrights, Patents and Trademarks and otherwise to carry out the intent and purposes of this Agreement, or for assuring and confirming to Secured Party the grant or perfection of a security interest in all Intellectual Property Collateral.

(b) Grantor hereby irrevocably appoints Secured Party as Grantor's attorney-in-fact, with full authority in the place and stead of Grantor and in the name of Grantor, from time to time in Secured Party's discretion, to take any action and to execute any instrument which Secured Party may deem necessary or advisable to accomplish the purposes of this Agreement, including (i) to modify, in its sole discretion, this Agreement without first obtaining Grantor's approval of or signature to such modification by amending Exhibit A, Exhibit B and Exhibit C, thereof, as appropriate, to include reference to any right, title or interest in any Copyrights, Patents or Trademarks acquired by Grantor after the execution hereof or to delete any reference to any right, title or interest in any Copyrights, Patents or Trademarks in which Grantor no longer has or claims any right, title or interest, (ii) to file, in its sole discretion, one or more financing or continuation statements and amendments thereto, relative to any of the Intellectual Property Collateral without the signature of Grantor where permitted by law, and (iii) after the occurrence of an Event of Default, to transfer the Intellectual Property Collateral into the name of Secured Party or a third party to the extent permitted under the California Uniform Commercial Code.

5. Events of Default. The occurrence of any of the following shall constitute an Event of Default under the Agreement:

(a) An Event of Default occurs under the Loan Agreement, or under the Obligations; or

(b) Grantor breaches any warranty or agreement made by Grantor in this Agreement and, as to any breach that is capable of cure, Grantor fails to cure such breach within five (5) days of the occurrence of such breach.

6. Remedies. Upon the occurrence and continuance of an Event of Default, Secured Party shall have a nonexclusive, royalty free license to use the Copyrights, Patents and Trademarks to the extent reasonably necessary to permit Secured Party to exercise its rights and remedies upon the occurrence of an Event of Default. Grantor will pay any expenses (including reasonable attorneys' fees) incurred by Secured Party in connection with the exercise of any of Secured Party's rights hereunder, including without limitation any expense incurred in disposing of the Intellectual Property Collateral. All of Secured Party's rights and remedies with respect to the Intellectual Property Collateral shall be cumulative.

7. Notices. All notices, demands and other communications which are required to be given, served or sent pursuant to this Agreement will be in writing and will be delivered personally, by facsimile, or sent by air courier or first class certified or registered mail, return receipt requested and postage prepaid to the addresses listed on the signature page hereto.

8. Course of Dealing. No course of dealing, nor any failure to exercise, nor any delay in exercising any right, power or privilege hereunder shall operate as a waiver thereof.

9. Amendments. This Agreement may be amended only by a written instrument signed by both parties hereto.

10. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

11. Choice of Law and Jurisdiction; Jury Waiver. This Agreement shall be governed by the laws of the State of Florida, without regard for choice of law provisions.

**[Signatures appear on following page]**



IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

**SECURED PARTY:**

REGIONS BANK, an Alabama banking corporation

By: 

Name: Amish S. PATEL

Title: Vice President

Address:

100 SE Third Avenue  
17th Floor  
Fort Lauderdale, FL 33394

**GRANTOR:**

NIPRO DIAGNOSTICS, Inc., a Delaware corporation

By: 

Name: Scott Verner

Title: President and CEO

Address:

2400 NW 55th Court  
Fort Lauderdale, FL USA 33309

**EXHIBIT A**

**Copyrights**

**None**

**EXHIBIT B****Patents**

Title	Registration Number/ Registration Date	Serial Number/ Date Filed
DISTINGUISHING TEST TYPES THROUGH SPECTRAL ANALYSIS	6,562,625/05/13/03	
DISTINGUISHING TEST TYPES THROUGH SPECTRAL ANALYSIS	7,390,665/06/24/08	
METHOD FOR DETERMINING CONCENTRATION OF AN ANALYTE IN A TEST STRIP	6,541,266/04/01/03	
DIAGNOSTIC SANITARY TEST STRIP	6,040,195/03/21/00	
DIAGNOSTIC SANITARY TEST STRIP	6,248,550/09/04/01	
DIAGNOSTIC SANITARY TEST STRIP	6,991,940/01/31/06	
DIAGNOSTIC SANITARY	7,049,130/05/23/06	
DIAGNOSTIC SANITARY TEST STRIP	7,560,288/07/14/09	
PROTECTIVE TEST STRIP PLATFORM	6,458,326/10/01/02	
PROTECTIVE TEST STRIP PLATORM	6,979,571/12/27/05	
A PORTABLE BELT MONITOR OF PHUSIOLOGICAL FUNCTIONS AND SENSORS THEREOF	4,889,131/12/26/89	
COMBINED PORTABLE CARDIAC AND RESPIRATORY MONITOR	DES. 315,210/03/05/91	
BODY FLUID CHARACTERISTICS ANAYLSIS INSTRUMENT	5,995,236/11/30/99	

BODY FLUID CHARACTERISTICS ANAYLSIS INSTRUMENT	6,201,607/03/13/01	
METHOD OF STRIP INSERTION DETECTION	6,525,330/03/25/03	
DIAGNOSTIC TEST STRIP	5,296,192/03/22/94	
SYSTEM AND METHODS FOR BLOOD GLUCOSE SENSING	6,743,635/06/01/04	
SYSTEM AND METHODS FOR BLOOD GLUCOSE SENSING	6,946,299/09/20/05	
SYSTEM AND METHODS FOR BLOOD GLUCOSE SENSING	7,160,251/01/09/07	
SYSTEM AND METHODS FOR BLOOD GLUCOSE SENSING	6,953,693/10/11/05	
SYSTEM AND METHODS FOR BLOOD GLUCOSE SENSING	6,959,247/10/25/05	
SYSTEM AND METHODS FOR BLOOD GLUCOSE SENSING	6,964,871/11/15/05	
SYSTEM AND METHODS FOR BLOOD GLUCOSE SENSING	7,819,161/10/26/10	
BLOOD GLUCOSE METER	D496,461/09/21/04	
REMOVABLE MEMORY MODULE FOR A METER	D499,100/11/30/04	
BLOOD GLUCOSE TEST STRIP	D512,512/12/06/05	
BLOOD GLUCOSE METER	D495,418/08/31/04	
INTEGRATED DIAGNOSTIC TEST SYSTEM	8,147,426/04/03/12	
DESIGN FOR INTEGRATED METER (FLAT SIDED	D507,657/07/19/05	

METER FOR AN INTEGRATED DIAGNOSTIC TEST SYSTEM	D506,832/06/28/05	
METER FOR AN INTEGRATED DIAGNOSTIC TEST SYSTEM	D561.904/02/12/08	
METHOD OF MAKING A DIAGNOSTIC TEST STRIP HAVING A CODING SYSTEM	7,955,856/06/07/11	
METHOD OF MANUFACTURING A DIAGNOSTIC TEST STRIP	7,465,597/12/16/08	
COMPUTER INTERFACE FOR DIAGNOSTIC METER	7,467,065/12/16/08	
DIAGNOSTIC METER	D555,021/11/13/07	
SYSTEM AND METHODS FOR AUTOMATICALLY RECOGNIZING A CONTROL SOLUTION	7,909,983/03/22/11	
DIAGNOSTIC METER	DES 547,216/07/24/07	
BIOSENSOR AND ULTRASONIC METHOD OF MAKING A BIOSENSOR	7,972,866/07/05/11	
BIOSENSOR MANUFACTURING METHOD	8,128,981/03/06/12	
REAGENT COMPOSITIONS FOR USE IN ELECTROCHEMICAL DETECTION	7,678,250/03/16/10	
REAGENT COMPOSITIONS FOR USE IN ELECTROCHEMICAL DETECTION	8,062,490/11/22/11	
DIAGNOSTIC TEST SYSTEM	D600,811/09/22/09	

SYSTEMS AND METHODS FOR DETERMINATION OF ANALYTE CONCENTRATION USING TIME RESOLVED AMPEROMETRY	8,088,272/01/03/12	
SYSTEMS AND METHODS FOR DETERMINATION OF ANALYTE CONCENTRATION USING TIME RESOLVED AMPEROMETRY	8,101,062/01/24/12	
DRIVE SYSTEM FOR AN INFUSION PUMP	7,025,226/04/11/06	

#### Pending Patents

Title	Registration Number/ Registration Date	Serial Number/ Date Filed
MEDICAL DIAGNOSTIC TESTING DEVICE WITH VOICE MESSAGE CAPABILITY		10 764,974/01/26/04
TEST STRIP CONTAINER WITH INTEGRATED METER		11 254,881/10/21/05
TEST STRIP CONTAINER WITH INTEGRATED METER HAVING STRIP CODING CAPABILITY		11 352,209/02/13/06
EMBEDDED STRIP LOT AUTOCALIBRATION		11 181,778/07/15/05
EMBEDDED STRIP LOT AUTOCALIBRATION		12 115,770/06/05/08
METHOD AND APPARATUS FOR CODING DIAGNOSTIC METERS		11/373,284/03/13/06
APPARATUS FOR DISPENSING TEST STRIPS		11/930,862/10/31/07
METHOD AND APPARATUS FOR CODING DIAGNOSTIC METERS		11/934,004/11/01/07

DIAGNOSTIC STRIP CODING SYSTEM WITH CONDUCTIVE LAYERS		11 458,298/07/18/06
SYSTEM AND METHOD FOR DETERMINING AN ANALYTE CONCENTRATION INCORPORATING A HEMATOCRIT CORRECTION		13/403,318/02/23/12
SYSTEM AND METHODS FOR DETERMINATION OF ANALYTE CONCENTRATION USING TIME RESOLVED AMPEROMETRY		13/331,346/12/20/11
DUAL FREQUENCY IMPEDANCE MEASUREMENT OF HEMATOCRIT IN STRIPS		12/247,563/10/08/08

**EXHIBIT C****Trademarks**

Description	Registration Number/ Registration Date	Serial Number/ Date Filed
AMIGO	2,855,533/06/22/04	
AMIGO PUMP SOFTWARE	TXu 1,666,586/05/29/08	
GLUCOPRO	3,228,329/04/10/07	
KEEPING DIABETES INLINE, ONLINE	3,395,258/03/11/08	
PRESTIGE IQ	2,626,223/09/24/02	
PRESTIGE SMART SYSTEM	2,880,599/09/07/04	
PRESTIGE SMART SYSTEM (LOGO FORM)	2,863,948/07/20/04	
SIDEKICK	3,131,998/08/22/06	
SIDEKICK & design	3,128,923/08/15/06	
TRUE2GO	3,607,094/04/14/09	
TRUE2GO Logo (color)	3,607,096/04/14/09	
TRUEBALANCE	3,857,535/10/05/10	
TRUEBALANCE Logo (in color)	3,857,545/10/05/10	
TRUECONTROL	3,368,510/01/15/08	
TRUECONTROL	3,515,317/10/14/08	
TRUEDRAW	3,804,499/06/15/10	



TRUEFILL	3,574,898/02/17/09	
TRUEFILL Logo (color)	3,574,899/01/17/09	
TRUEMANAGER	3,857,544/10/05/10	
TRUEMANAGER Logo (color)	3,857,543/10/05/10	
TRUEREAD	3,447,923/06/17/08	
TRUEREAD	3,447,922/06/17/08	
TRUERESULT	3,592,004/03/17/09	
TRUERESULT Logo	3,592,187/03/17/09	
TRUETEST Logo (color)	3,800,018/06/08/10	
TRUETRACK	2,865,685/07/20/04	
TRUERACK	3,592,186/03/17/09	

**Pending Trademarks**

Description	Registration Number/ Registration Date	Serial Number/ Date Filed
NIPRO DIAGNOSTICS		85/086,798/07/16/10
TRUE FOCUS		85/505,769/12/29/11
TRUE FOCUS		85/505,789/12/29/11
TRUE METRIX		85/429,718/09/22/11
TRUEDRAW Logo (color)		85/376,398/07/20/11
TRUEMINI		77/850,868/10/16/09