

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Supplemental Intellectual Property Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Alere Accountable Care Solutions, LLC		05/17/2013	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	General Electric Capital Corporation		
Street Address:	2 Bethesda Metro Center, Suite 600		
City:	Bethesda		
State/Country:	MARYLAND		
Postal Code:	20814		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2514055	WELLOGIC	
CORRESPONDENCE DATA			
Fax Number:	6502138158		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	6502130300		
Email:	iprecordations@whitecase.com		
Correspondent Name:	White & Case LLP / Christina Ishihara		
Address Line 1:	3000 El Camino Real, Bldg 5, 9th Floor		
Address Line 4:	Palo Alto, CALIFORNIA 94306		
ATTORNEY DOCKET NUMBER:	1155735-0009		
NAME OF SUBMITTER:	Christina Ishihara		
Signature:	/Christina Ishihara/		

Date:

05/21/2013

Total Attachments: 8

source=Alere - IP Short Form (Alere Accountable Care) (EXECUTED)#page1.tif

source=Alere - IP Short Form (Alere Accountable Care) (EXECUTED)#page2.tif

source=Alere - IP Short Form (Alere Accountable Care) (EXECUTED)#page3.tif

source=Alere - IP Short Form (Alere Accountable Care) (EXECUTED)#page4.tif

source=Alere - IP Short Form (Alere Accountable Care) (EXECUTED)#page5.tif

source=Alere - IP Short Form (Alere Accountable Care) (EXECUTED)#page6.tif

source=Alere - IP Short Form (Alere Accountable Care) (EXECUTED)#page7.tif

source=Alere - IP Short Form (Alere Accountable Care) (EXECUTED)#page8.tif

SUPPLEMENTAL INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS SUPPLEMENTAL INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of May 17, 2013 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 and each other Secured Party (as defined in the Credit Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of June 30, 2011 (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among the Borrower, 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, the Grantor has agreed, pursuant to a Guaranty and Security Agreement of dated as of June 30, 2011, herewith in favor of the Administrative Agent (as amended, restated, supplemented or otherwise modified from time to time, the “Guaranty and Security Agreement”), to guarantee the Obligations (as defined in the Credit Agreement) of the other Loan Parties;

WHEREAS, the Grantor is party to the Guaranty and Security Agreement pursuant to that certain Joinder Agreement, dated as of April 3, 2013 (the “Joinder Agreement”); and

WHEREAS, pursuant to the Joinder Agreement, the Grantor is required to execute and deliver this Supplemental 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 continue to make their respective extensions of credit to the Borrower thereunder, the 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. The 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 Supplemental 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 the Joinder Agreement, and the 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 and the Joinder Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

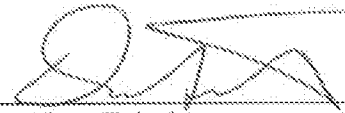
Section 4. Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with such Grantor's Intellectual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

Section 5. Counterparts. This Supplemental 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 Supplemental 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]

ALERE ACCOUNTABLE CARE SOLUTIONS, LLC

By: 

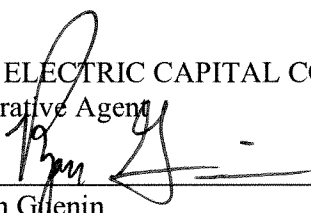
Name: David A. Teitel

Title: Vice President & Treasurer

[SIGNATURE PAGE TO COUNTERPART TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

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 INTELLECTUAL PROPERTY SECURITY AGREEMENT]

Schedule 1A

None.

Schedule 1B

None.

Schedule 1C

Alere Accountable Care Solutions, LLC Trademarks and Trademark Applications

No.	Mark	Serial No.	Reg. No.	File Date	Reg. Date
1.	WELLOGIC	75861100	2514055	30-NOV-1999	04-DEC-2001