

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Supplemental Intellectual Property Security Agreement

CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
eScreen, Inc.		05/07/2013	CORPORATION: 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: 19		
Property Type	Number	Word Mark
Registration Number:	4245805	EPHYSICAL
Registration Number:	3522285	EPASSPORT
Registration Number:	2983850	MCUP
Registration Number:	4258585	HEALTH-ESCREEN
Serial Number:	85380102	MYEOHN
Registration Number:	4089258	DOT DASHBOARD
Registration Number:	4043353	EDQ
Registration Number:	4026887	MED-ESCREEN
Registration Number:	3969241	ESCREEN
Registration Number:	3964347	ESCREEN
Registration Number:	3960040	EMRO
Registration Number:	3887617	ECCF
Registration Number:	3689280	ECUP
Registration Number:	3380366	EREADER

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Registration Number:	3163792	EOHNLINK
Registration Number:	3189962	FLEXSCREEN
Registration Number:	2922994	ESCREEN
Registration Number:	2815029	ESCREEN123
Registration Number:	2815030	MYESCREEN

CORRESPONDENCE DATA

Fax Number: 6502138158

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

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

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SUPPLEMENTAL INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS SUPPLEMENTAL INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of May 7, 2013, is made by the entity listed on the signature page hereof (the “Grantor”), 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.

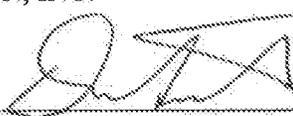
Section 4. Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with such Grantor's Intellectual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

ESCREEN, INC.

By:  _____

Name: David A. Teitel

Title: Treasurer

[SIGNATURE PAGE TO COUNTERPART TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

TRADEMARK
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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]

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TRADEMARK
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Schedule 1A

eScreen, Inc. Copyrights and Copyright Applications

No.	Title	Reg No.	Reg Date
1.	EPhysicals Browser Version.	TX0007341553	11/23/2010
2.	EPhysicals iPad Version.	TX0007341550	11/23/2010

Schedule 1B
eScreen, Inc. Patents and Patent Applications

No.	Title	App No.	Patent No.	File Date	Issue Date	Comments
1.	ASSAYING SYSTEM FOR ILLICIT SUBSTANCES USING INTENTIONAL FALSE POSITIVES TO INITIALLY PRESERVE ANONYMITY	08801041	5916815	02/14/1997	06/29/1999	
2.	ON-SITE MACHINE READABLE ASSAYING SYSTEM	08832957	5929422	04/04/1997	07/27/1999	
3.	ON-SITE MACHINE READABLE ASSAYING ARRANGEMENT	09018487	6036092	02/04/1998	03/14/2000	
4.	CHANGEABLE MACHINE READABLE ASSAYING INDICIA	09025559	5902982	02/18/1998	05/11/1999	
5.	SYSTEM FOR COLLECTING AND LOCALLY ANALYZING A FLUID SPECIMEN	09245175	6342183	02/05/1999	01/29/2002	
6.	SYSTEM FOR AUTOMATICALLY TESTING A FLUID SPECIMEN	09444926	6514461	11/24/1999	02/04/2003	
7.	CHANGEABLE MACHINE READABLE ASSAYING INDICIA	09852872	RE39226	05/10/2001	08/08/2006	
8.	ON SITE MACHINE READABLE IF ASSAYING SYSTEM	09916905	RE38509	07/26/2001	05/04/2004	
9.	SYSTEM FOR COLLECTING AND LOCALLY ANALYZING A FLUID SPECIMEN	09971855	6623979	10/04/2001	09/23/2003	
10.	SYSTEM FOR COLLECTING AND LOCALLY ANALYZING A FLUID SPECIMEN	09971850	6616894	10/04/2001	09/09/2003	
11.	SYSTEM FOR AUTOMATICALLY TESTING A FLUID SPECIMEN	10072154	6716393	02/06/2002	04/06/2004	
12.	METHOD AND COMPUTER ROGRAM FOR CREATING ELECTRONIC CUSTODY AND CONTROL FORMS FOR HUMAN ASSAY TEST SAMPLES	10224233	8200438	08/19/2002	06/12/2012	
13.	SYSTEM FOR AUTOMATICALLY TESTING A FLUID SPECIMEN	10779014	6964752	02/13/2004	11/15/2005	
14.	SYSTEM FOR AUTOMATICALLY TESTING A FLUID SPECIMEN	10954823	7537733	09/30/2004	05/26/2009	
15.	SYSTEM AND METHOD FOR TESTING SPECIMENS LOCATED AT A PLURALITY OF SERVICE SITES	11553836	7943381	10/27/2006	05/17/2011	
16.	METHOD FOR AUTOMATICALLY TESTING A FLUID SPECIMEN	13100393	8202729	05/04/2011	06/19/2012	
17.	SYSTEM FOR AUTOMATICALLY TESTING A FLUID SPECIMEN	13479125	N/A	05/23/2012	N/A	
18.	ELECTRONIC CUSTODY AND CONTROL SYSTEM FOR HUMAN ASSAY TEST SAMPLES	13478956	N/A	05/23/2012	N/A	

Schedule 1C
eScreen, Inc. Trademarks and Trademark Applications

No.	Mark	Serial No.	Reg No.	File Date	Reg. Date
1.	EPHYSICAL	85596096	4245805	12-APR-2012	20-NOV-2012
2.	EPASSPORT	77357826	3522285	21-DEC-2007	21-OCT-2008
3.	MCUP	78203941	2983850	16-JAN-2003	09-AUG-2005
4.	HEALTH-ESCREEN	85380995	4258585	26-JUL-2011	11-DEC-2012
5.	MYEOHN	85380102	N/A	25-JUL-2011	N/A
6.	DOT DASHBOARD	85313020	4089258	05-MAY-2011	17-JAN-2012
7.	EDQ	85202533	4043353	21-DEC-2010	18-OCT-2011
8.	MED-ESCREEN	85059157	4026887	10-JUN-2010	13-SEP-2011
9.	ESCREEN	85059189	3969241	10-JUN-2010	31-MAY-2011
10.	ESCREEN	77968659	3964347	25-MAR-2010	24-MAY-2011
11.	EMRO	77924590	3960040	01-FEB-2010	10-MAY-2011
12.	ECCF	77825997	3887617	14-SEP-2009	07-DEC-2010
13.	ECUP	77692119	3689280	16-MAR-2009	29-SEP-2009
14.	EREADER	77088796	3380366	23-JAN-2007	12-FEB-2008
15.	EOHNLINK	78543246	3163792	06-JAN-2005	24-OCT-2006
16.	FLEXSCREEN	78522567	3189962	24-NOV-2004	26-DEC-2006
17.	ESCREEN	78341513	2922994	16-DEC-2003	01-FEB-2005
18.	ESCREEN123	78203944	2815029	16-JAN-2003	17-FEB-2004
19.	MYESCREEN	78203945	2815030	16-JAN-2003	17-FEB-2004