

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
Omniceil, Inc.		09/25/2013	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Wells Fargo Bank, National Association, as Administrative Agent
Street Address:	400 Hamilton Avenue, Suite 110
City:	Palo Alto
State/Country:	CALIFORNIA
Postal Code:	94301
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 19

Property Type	Number	Word Mark
Registration Number:	3099963	LIBERTY
Registration Number:	1991385	OMNICELL
Registration Number:	2578534	OMNICELL
Registration Number:	2692372	OMNICELL
Registration Number:	2705051	OMNICELL
Registration Number:	2687026	OMNICELL
Registration Number:	2718390	OMNICELL
Registration Number:	2031744	OMNICENTER
Registration Number:	2229526	OMNIRX
Registration Number:	2213408	OMNIRX
Registration Number:	2021871	OMNISUPPLIER
Registration Number:	3280877	RIO
Registration Number:	3280880	RIO
Registration Number:	3121373	SAFETYMED

OP \$490.00 3099963

Registration Number:	3280371	SAFETYPAK
Registration Number:	3230409	SAFETYSTOCK
Registration Number:	4321271	SINGLEPOINTE
Registration Number:	4332161	SINGLEPOINTE
Registration Number:	1747748	SURE-MED

**CORRESPONDENCE DATA**

Fax Number: 2158511420

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

Phone: 415.659.4897

Email: karmellino@reedsmith.com, philpocketing@reedsmith.com

Correspondent Name: Yvonne Pham

Address Line 1: 101 Second Street, Suite 1800

Address Line 2: Reed Smith LLP

Address Line 4: San Francisco, CALIFORNIA 94105

**ATTORNEY DOCKET NUMBER:**

349334.20109

**NAME OF SUBMITTER:**

Yvonne Pham

**Signature:**

/Yvonne Pham/

**Date:**

09/27/2013

**Total Attachments: 5**

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## GRANT OF TRADEMARK SECURITY INTEREST

**WHEREAS, OMNICELL, INC.**, a Delaware corporation (“Grantor”), owns and uses in its business, and will in the future adopt and so use, various intangible assets, including the Trademark Collateral (as defined below); and

**WHEREAS**, Grantor has entered into a Credit Agreement dated as of September 25, 2013 (said Credit Agreement, as it may heretofore have been and as it may hereafter be further amended, restated, supplemented or otherwise modified from time to time, being the “Credit Agreement”) with the financial institutions party thereto from time to time (collectively, together with their respective successors and assigns party to the Credit Agreement from time to time, the “Lenders”), Wells Fargo Bank, National Association, as Administrative Agent for the Lenders (in such capacity, the “Administrative Agent”) pursuant to which Lenders have made certain commitments, subject to the terms and conditions set forth in the Credit Agreement, to extend certain credit facilities to the Grantor; and

**WHEREAS**, the Credit Parties may from time to time enter, or may from time to time have entered, into one or more Secured Cash Management Agreements and Secured Hedge Agreements in accordance with the terms of the Credit Agreement; and

**WHEREAS**, pursuant to the terms of a Collateral Agreement dated as of September 25, 2013 (said Collateral Agreement, as it may heretofore have been and as it may hereafter be further amended, restated, supplemented or otherwise modified from time to time, being the “Collateral Agreement”), among Grantor, the Administrative Agent and the other grantors named therein, Grantor has created in favor of the Administrative Agent a security interest in, and the Administrative Agent has become a secured creditor with respect to, the Trademark Collateral;

**NOW, THEREFORE**, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Collateral Agreement, to evidence further the security interest granted by Grantor to the Administrative Agent pursuant to the Collateral Agreement, Grantor hereby grants to the Administrative Agent a security interest in all of Grantor’s right, title and interest in and to the following, in each case whether now or hereafter existing or in which Grantor now has or hereafter acquires an interest and wherever the same may be located (the “Trademark Collateral”):

- (i) all rights, title and interest (including rights acquired pursuant to a license or otherwise) in and to all trademarks, service marks, designs, logos, indicia, tradenames, trade dress, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and applications pertaining thereto, owned by such Grantor, or hereafter adopted and used, in its business (including, without limitation, the trademarks set forth on Schedule A annexed hereto) (collectively, the “Trademarks”), all registrations that have been or may hereafter be issued or applied for thereon in the United States and any state thereof and in foreign countries (including, without limitation, the registrations and applications set

forth on Schedule A annexed hereto), all common law and other rights (but in no event any of the obligations) in and to the Trademarks in the United States and any state thereof and in foreign countries, and all goodwill of such Grantor's business symbolized by the Trademarks and associated therewith; and

(ii) all proceeds, products, rents and profits of or from any and all of the foregoing Trademark Collateral and, to the extent not otherwise included, all payments under insurance (whether or not the Administrative Agent is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Trademark Collateral. For purposes of this Grant of Trademark Security Interest, the term "proceeds" includes whatever is receivable or received when Trademark Collateral or proceeds are sold, licensed, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.

Notwithstanding the foregoing, Trademark Collateral shall not include any Intent-to-Use Application to the extent that, and solely during the period in which, the grant of a security interest therein would impair the registrability, validity or enforcement of such application under applicable federal law (the "Excluded Trademark Collateral"); provided that at the time any such Intent-to-Use Application matures into an Actual Use Application by the applicable Grantor's receipt of written notification from the IP Filing Office of its acceptance of either an "Amendment to Allege Use" or "Statement Of Use," the Collateral shall include, and such Grantor shall be deemed to have granted a security interest in, such Actual Use Application; provided, however, that "Excluded Trademark Collateral" shall not include any Proceeds, products, substitutions or replacements of any Excluded Trademark Collateral (unless such Proceeds, products, substitutions or replacements would themselves constitute Excluded Trademark Collateral under this paragraph).

THIS GRANT OF TRADEMARK SECURITY INTEREST, ANY CLAIM, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS GRANT OF TRADEMARK SECURITY INTEREST AND THE TRANSACTIONS CONTEMPLATED HEREBY SHALL BE GOVERNED BY, AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK (INCLUDING WITHOUT LIMITATION SECTION 5-1401 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK), EXCEPT TO THE EXTENT THAT THE UCC PROVIDES THAT THE PERFECTION OF THE SECURITY INTEREST HEREUNDER, OR REMEDIES HEREUNDER, IN RESPECT OF ANY PARTICULAR COLLATERAL ARE GOVERNED BY THE LAWS OF A JURISDICTION OTHER THAN THE STATE OF NEW YORK, IN WHICH CASE THE LAWS OF SUCH JURISDICTION SHALL GOVERN WITH RESPECT TO THE PERFECTION OF THE SECURITY INTEREST IN, OR THE REMEDIES WITH RESPECT TO, SUCH PARTICULAR COLLATERAL. The rules of construction set forth in Sections 1.2, 1.6 and 1.7 of the Credit Agreement shall be applicable to this Grant of Trademark Security Interest *mutatis mutandis*.

Grantor does hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral

granted hereby are more fully set forth in the Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

*[The remainder of this page is intentionally left blank.]*

IN WITNESS WHEREOF, Grantor has caused this Grant of Trademark Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of the 25th day of September, 2013.

OMNICELL, INC.

By: 

Name: Robin G. Seim

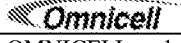
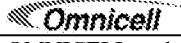
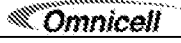

Title: EVP, CFO

*Signature Page to Grant of Trademark Security Interest*

TRADEMARK  
REEL: 005118 FRAME: 0899

**SCHEDULE A  
TO  
GRANT OF TRADEMARK SECURITY INTEREST**

United States Trademarks and Trademark Applications

Owner	Mark	Application No.	Application Date	Registration No.	Registration Date	Status
Omnicell Inc.	LIBERTY	78/380,337	Mar-08-2004	3,099,963	Jun-06-2006	Pending*
Omnicell Inc.	OMNICELL	74/723,289	Aug-31-1995	1,991,385	Aug-06-1996	Registered
Omnicell Inc.	OMNICELL	76/310,240	Sep-07-2001	2,578,534	Jun-11-2002	Registered
Omnicell Inc.	OMNICELL	76/310,241	Sep-07-2001	2,692,372	Mar-04-2003	Registered
Omnicell Inc.	OMNICELL and Swoosh Design 	76/002,220	Mar-15-2000	2,705,051	Apr-08-2003	Registered
Omnicell Inc.	OMNICELL and Swoosh Design 	76/001,090	Mar-15-2000	2,687,026	Feb-11-2003	Registered
Omnicell Inc.	OMNICELL and Swoosh Design 	76/001,103	Mar-15-2000	2,718,390	May-27-2003	Registered
Omnicell Inc.	OMNICENTER	74/723,451	Aug-31-1995	2,031,744	Jan-21-1997	Registered
Omnicell Inc.	OMNIRX	75/268,245	Apr-02-1997	2,229,526	Mar-02-1999	Registered
Omnicell Inc.	OMNIRX	75/268,259	Apr-02-1997	2,213,408	Dec-22-1998	Registered
Omnicell Inc.	OMNISUPPLIER	74/723,504	Aug-31-1995	2,021,871	Dec-10-1996	Registered
Omnicell Inc.	RIO	78/797,238	Jan-23-2006	3,280,877	Aug-14-2007	Pending*
Omnicell Inc.	RIO Logo 	78/800,214	Jan-26-2006	3,280,880	Aug-14-2007	Pending*
Omnicell Inc.	SAFETYMED	78/203,452	Jan-15-2003	3,121,373	Jul-25-2006	Registered
Omnicell Inc.	SAFETYPAK	78/203,468	Jan-15-2003	3,280,371	Aug-14-2007	Registered
Omnicell Inc.	SAFETYSTOCK	78/203,463	Jan-15-2003	3,230,409	Apr-17-2007	Registered
Omnicell Inc.	SINGLEPOINTE	77/341,475	Nov-30-2007	4,321,271	Apr-16-2013	Registered
Omnicell Inc.	SINGLEPOINTE	77/341,462	Nov-30-2007	4,332,161	May-07-2013	Registered
Omnicell Inc.	SURE-MED	74/178,110	Jun-20-1991	1,747,748	Jan-19-1993	Pending*

\*To be cancelled.