

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.		11/01/2013	CORPORATION: DELAWARE
NIPRO CONSUMER HEALTHCARE, INC.		11/01/2013	CORPORATION: NEW HAMPSHIRE

RECEIVING PARTY DATA

Name:	WELLS FARGO BANK, NATIONAL ASSOCIATION, as ADMINISTRATIVE AGENT
Street Address:	2450 Colorado Avenue
Internal Address:	Suite 3000 West
City:	Santa Monica
State/Country:	CALIFORNIA
Postal Code:	90404
Entity Type:	A National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 34

Property Type	Number	Word Mark
Serial Number:	76091568	PRESTIGE SMART SYSTEM
Serial Number:	76092197	PRESTIGE SMART SYSTEM
Serial Number:	76398744	AMIGO
Serial Number:	76590387	KEEPING DIABETES INLINE, ONLINE
Serial Number:	76618609	GLUCOPRO
Serial Number:	77172865	TRUEREAD
Serial Number:	77172875	TRUEREAD
Serial Number:	77172892	TRUECONTROL
Serial Number:	77172902	TRUERESULT
Serial Number:	77249688	TRUETRACK
Serial Number:	77249693	TRUERESULT
Serial Number:	77365791	TRUEFILL

CH \$865.00 76091568

Serial Number:	77365799	TRUE2GO
Serial Number:	77365917	TRUEFILL
Serial Number:	77365923	TRUE2GO
Serial Number:	77365925	TRUETEST
Serial Number:	77365927	TRUECONTROL
Serial Number:	77629470	TRUEBALANCE
Serial Number:	77631784	TRUEMANAGER
Serial Number:	77631787	TRUEMANAGER
Serial Number:	77632159	TRUEBALANCE
Serial Number:	77724652	TRUEDRAW
Serial Number:	78163716	TRUETRACK
Serial Number:	78540054	SIDEKICK
Serial Number:	78565548	SIDEKICK
Serial Number:	85086798	NIPRO DIAGNOSTICS
Serial Number:	85376398	TRUEDRAW
Serial Number:	85429718	TRUE METRIX
Serial Number:	85505769	TRUE FOCUS
Serial Number:	85505789	TRUE FOCUS
Serial Number:	85680247	TRUEPLUS
Serial Number:	85680430	TRUEPLUS
Serial Number:	78129339	TRUETRACK SMART SYSTEM
Serial Number:	72307226	SELAN

**CORRESPONDENCE DATA**

Fax Number: 6785532602  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*  
Phone: 6785532601  
Email: jimmarl@gtlaw.com  
Correspondent Name: LaShana C. Jimmar  
Address Line 1: Greenberg Traurig, LLP  
Address Line 2: 3333 Piedmont Road, NE, Suite 2500  
Address Line 4: Atlanta, GEORGIA 30305

ATTORNEY DOCKET NUMBER:	148294.010100
NAME OF SUBMITTER:	LaShana C. Jimmar
Signature:	/LaShana C. Jimmar/

11/04/2013

**Total Attachments: 8**

source=Wells\_Nipro- Trademark Security Agreement#page1.tif

source=Wells\_Nipro- Trademark Security Agreement#page2.tif

source=Wells\_Nipro- Trademark Security Agreement#page3.tif

source=Wells\_Nipro- Trademark Security Agreement#page4.tif

source=Wells\_Nipro- Trademark Security Agreement#page5.tif

source=Wells\_Nipro- Trademark Security Agreement#page6.tif

source=Wells\_Nipro- Trademark Security Agreement#page7.tif

source=Wells\_Nipro- Trademark Security Agreement#page8.tif

## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 1st day of November, 2013, by and among the Grantors listed on the signature pages hereof (each a "Grantor" and collectively, "Grantors"), and WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association ("Wells Fargo"), in its capacity as agent for the Lender Group and the Bank Product Providers (in such capacity, together with its successors and assigns in such capacity, "Agent").

### WITNESSETH:

WHEREAS, pursuant to that certain Amended and Restated Credit Agreement, dated of even date herewith (as amended, modified, supplemented, renewed, refinanced, restructured, restated or replaced from time to time, the "Credit Agreement"), by and among the lenders identified on the signature pages thereof (each of such lenders, together with its successors and permitted assigns, a "Lender"), Wells Fargo, as administrative agent for each member of the Lender Group and the Bank Product Providers (in such capacity, together with its successors and assigns in such capacity, "Agent"), Wells Fargo, as sole lead arranger and sole book runner, the Grantors and certain of their Affiliates and/or Subsidiaries, the Lender Group has agreed to make certain financial accommodations available to Nipro Diagnostics, Inc., a Delaware corporation ("NDI") and together with those additional Persons that are parties to the Credit Agreement as a borrower, each a "Borrower" and collectively, the "Borrowers"), from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the members of the Lender Group and the Bank Product Providers are willing to make the financial accommodations to the Borrowers as provided for in the Credit Agreement, the other Loan Documents, and the Bank Product Agreements, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of Lender Group and the Bank Product Providers, that certain Amended and Restated Guaranty and Security Agreement, dated of even date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, modified, supplemented, renewed, restated or replaced, the "Guaranty and Security Agreement"); and

WHEREAS, pursuant to the Guaranty and Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of Lender Group and the Bank Product Providers, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Guaranty and Security Agreement or, if not defined therein, in the Credit Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Guaranty and Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. GRANTS OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby unconditionally grants, assigns, and pledges to Agent, for the benefit each member of the Lender Group and each of the Bank Product Providers, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of such Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors or any of them, to Agent, the other members of the Lender Group, the Bank Product Providers or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group and the Bank Product Providers, pursuant to the Guaranty and Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Security Interest in the Trademark 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. To the extent there is any inconsistency between this Trademark Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement is a Loan Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.


7. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 25 OF THE GUARANTY AND SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[SIGNATURE PAGE FOLLOWS]


IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

**GRANTORS:**

NIPRO DIAGNOSTICS, INC.

By:   
Name: Scott Verner  
Title: President and Chief Executive Officer

NIPRO CONSUMER HEALTHCARE, INC.

By:   
Name: Scott Verner  
Title: President

**AGENT:**

ACCEPTED AND ACKNOWLEDGED BY:

WELLS FARGO BANK, NATIONAL  
ASSOCIATION, as Agent

By: \_\_\_\_\_  
Name: Kathy R. Plisko  
Title: Authorized Signatory

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

**GRANTORS:**

NIPRO DIAGNOSTICS, INC.

By: \_\_\_\_\_  
Name: Scott Verner  
Title: President and Chief Executive Officer

NIPRO CONSUMER HEALTHCARE, INC.

By: \_\_\_\_\_  
Name: Scott Verner  
Title: President

**AGENT:**

ACCEPTED AND ACKNOWLEDGED BY:

WELLS FARGO BANK, NATIONAL  
ASSOCIATION, as Agent

By: Kathy R Plisko  
Name: Kathy R. Plisko  
Title: Authorized Signatory

[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 005145 FRAME: 0691**



**SCHEDULE 1**  
**to**  
**TRADEMARK SECURITY AGREEMENT**  
**TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS**

Trademark Applications and Registrations:

<b>OWNER</b>	<b>SERIAL NUMBER</b>	<b>REGISTRATION NUMBER</b>	<b>TRADEMARK</b>
NIPRO DIAGNOSTICS, INC.	76091568	2863948	Prestige Smart System
NIPRO DIAGNOSTICS, INC.	76092197	2880599	Prestige Smart System
NIPRO DIAGNOSTICS, INC.	76398744	2855533	AMIGO
NIPRO DIAGNOSTICS, INC.	76590387	3395258	Keeping Diabetes Inline, Online
NIPRO DIAGNOSTICS, INC.	76618609	3228329	GLUCOPRO
NIPRO DIAGNOSTICS, INC.	77172865	3447922	TRUEREAD
NIPRO DIAGNOSTICS, INC.	77172875	3447923	TRUEREAD
NIPRO DIAGNOSTICS, INC.	77172892	3368510	TRUECONTROL
NIPRO DIAGNOSTICS, INC.	77172902	3592004	TRUERESULT
NIPRO DIAGNOSTICS, INC.	77249688	3592186	TRUETRACK
NIPRO DIAGNOSTICS, INC.	77249693	3592187	TRUERESULT
NIPRO DIAGNOSTICS, INC.	77365791	3574898	TRUEFILL
NIPRO DIAGNOSTICS, INC.	77365799	3607094	TRUE2GO
NIPRO DIAGNOSTICS, INC.	77365917	3574899	TRUEFILL

OWNER	SERIAL NUMBER	REGISTRATION NUMBER	TRADEMARK
NIPRO DIAGNOSTICS, INC.	77365923	3607096	TRUE2GO
NIPRO DIAGNOSTICS, INC.	77365925	3800018	TRUETEST
NIPRO DIAGNOSTICS, INC.	77365927	3515317	TRUECONTROL
NIPRO DIAGNOSTICS, INC.	77629470	3857535	TRUEBALANCE
NIPRO DIAGNOSTICS, INC.	77631784	3857543	TRUEMANAGER
NIPRO DIAGNOSTICS, INC.	77631787	3857544	TRUEMANAGER
NIPRO DIAGNOSTICS, INC.	77632159	3857545	TRUEBALANCE
NIPRO DIAGNOSTICS, INC.	77724652	3804499	TRUEDRAW
NIPRO DIAGNOSTICS, INC.	78163716	2865685	TRUETRACK
NIPRO DIAGNOSTICS, INC.	78540054	3131998	SIDEKICK
NIPRO DIAGNOSTICS, INC.	78565548	3128923	SIDEKICK
NIPRO DIAGNOSTICS, INC.	85086798	4368896	NIPRO DIAGNOSTICS
NIPRO DIAGNOSTICS, INC.	85376398	4208769	TRUEDRAW
NIPRO DIAGNOSTICS, INC.	85429718		TRUE METRIX
NIPRO DIAGNOSTICS, INC.	85505769		TRUE FOCUS
NIPRO DIAGNOSTICS, INC.	85505789		TRUE FOCUS
NIPRO DIAGNOSTICS, INC.	85680247		TRUEPLUS

OWNER	SERIAL NUMBER	REGISTRATION NUMBER	TRADEMARK
NIPRO DIAGNOSTICS, INC.	85680430		TRUEPLUS
NIPRO DIAGNOSTICS, INC.	78129339	2815751	TRUETRACK SMART SYSTEM & Hurricane Design
NIPRO CONSUMER HEALTHCARE, INC.	72307226	873974	SELAN

ATL 19400674v2