

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM367954

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TPG SPECIALTY LENDING, INC., as Administrative Agent		01/05/2016	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	AESYNT B.V. (formerly known as Aesynt Topco B.V.)		
Street Address:	c/o Francisco Partners One Letterman Drive, Building C, Suite 410		
City:	San Francisco		
State/Country:	CALIFORNIA		
Postal Code:	94129		
Entity Type:	LIMITED LIABILITY COMPANY: NETHERLANDS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3539133	HEALTH ROBOTICS	
CORRESPONDENCE DATA			
Fax Number:	4156932222		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	4156932000		
Email:	crhem@cooley.com		
Correspondent Name:	Cooley LLP		
Address Line 1:	101 California Street, 5th Floor		
Address Line 4:	San Francisco, CALIFORNIA 94111		
ATTORNEY DOCKET NUMBER:	OMNICELL 155649-159		
NAME OF SUBMITTER:	C. Rhem		
SIGNATURE:	/CR/		
DATE SIGNED:	01/05/2016		
Total Attachments: 4			
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RELEASE OF SECURITY INTEREST IN TRADEMARKS

THIS RELEASE OF SECURITY INTEREST IN TRADEMARKS (this “Release”) is made as of January 5, 2016 (“Effective Date”) by and between **TPG SPECIALTY LENDING, INC.**, a Delaware corporation, (the “Assignee”), as Administrative Agent, and **AESYNT B.V. (formerly known as Aesynt Topco B.V.)**, a private limited liability company organized under the laws of The Netherlands, (the “Grantor”).

WHEREAS, pursuant to the terms and conditions of that certain Trademark Security Agreement by and between Grantor and Assignee dated as of May 8, 2014 (the “Trademark Security Agreement”), Grantor granted to Assignee a continuing security interest in and to all of Grantor’s right, title and interest in, to and under all of the trademarks and trademark applications owned by Grantor (collectively, the “Trademarks”), including, without limitation, the trademark registrations and trademark applications set forth on Schedule A attached hereto;

WHEREAS, Grantor and Assignee entered into the Trademark Security Agreement pursuant to the terms and conditions of (i) that certain Guarantee and Collateral Agreement, dated as of May 8, 2014 (as amended, amended and restated, supplemented, restructured or otherwise modified, renewed or replaced from time to time, the “*Guarantee and Collateral Agreement*”), among the Assignee, the Grantor, and certain of the Grantor’s affiliates, and (ii) that certain Credit Agreement, dated as of May 8, 2014 (as amended, amended and restated, supplemented, restructured or otherwise modified, renewed or replaced from time to time, the “*Credit Agreement*”), between, among others, certain of the Grantor’s affiliates, the Assignee, and certain Lenders party thereto;

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office (“PTO”) on May 21, 2014, at Reel/Frame 5284/0533; and

WHEREAS, Grantor has paid all of its outstanding indebtedness to Assignee.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignee hereby terminates the Trademark Security Agreement, the Guarantee and Collateral Agreement, and the Credit Agreement, and hereby terminates, cancels and releases any and all security interests it has against the Trademarks.

Assignee represents and warrants that: (i) it has the full power and authority to execute this Release; (ii) it has not assigned, transferred, restricted or otherwise encumbered any security interest it has against the Trademarks; (iii) it has not recorded or otherwise evidenced its security interest with respect to any trademark or trademark application owned by Grantor, other than those of the foregoing trademarks set forth on Schedule A (attached hereto), in any jurisdiction throughout the world other than such filings made in the PTO.

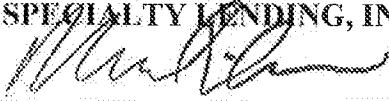
Assignee shall, at Grantor’s expense, take all further actions, and provide to Grantor, Grantor’s successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or

other instruments), reasonably requested by Grantor to more fully and effectively effectuate the purposes of this Release.

* * * * *

IN WITNESS WHEREOF, Assignee has caused this Release to be executed by its duly authorized representative as of the Effective Date.

TPG SPECIALTY LENDING, INC.



Name: Michael Fishman

Title: Co-Chief Executive Officer

SCHEDULE A

U.S. Registered Trademarks

Grantor	Trademark Name	Application Number	Filing	Status	Registration Number	Registration Date
Aesynt B.V. (formerly known as Aesynt Topco B.V.)	HEALTH ROBOTICS	77504161	6/20/2008	Registered	3539133	11/25/2008
Aesynt B.V. (formerly known as Aesynt Topco B.V.)	I.V.SOFT	79073530	8/14/2009	Registered	3814783	7/6/2010

Applications of Registration of Trademarks

None.