

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM368428

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
SEQUENCE:	2		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Omnicell, Inc.		01/05/2016	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank, National Association, as Administrative Agent		
Street Address:	400 Hamilton Ave., Suite 110		
City:	Palo Alto		
State/Country:	CALIFORNIA		
Postal Code:	94301		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 15			
Property Type	Number	Word Mark	
Registration Number:	3121373	SAFETYMED	
Registration Number:	3230409	SAFETYSTOCK	
Registration Number:	4332161	SINGLEPOINTE	
Registration Number:	4321271	SINGLEPOINTE	
Registration Number:	4851663	SUREMED	
Registration Number:	2021871	OMNISUPPLIER	
Registration Number:	1991385	OMNICELL	
Registration Number:	2031744	OMNICENTER	
Registration Number:	2213408	OMNIRX	
Registration Number:	2229526	OMNIRX	
Registration Number:	2578534	OMNICELL	
Registration Number:	2687026	OMNICELL	
Registration Number:	2705051	OMNICELL	
Registration Number:	2692372	OMNICELL	
Registration Number:	2718390	OMNICELL	
CORRESPONDENCE DATA			
Fax Number:	7147558290		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>			
TRADEMARK			

OP \$390.00 3121373

using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 7145401235
Email: ipdocket@lw.com
Correspondent Name: Latham & Watkins LLP
Address Line 1: 650 Town Center Drive, Suite 2000
Address Line 4: Costa Mesa, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER:	049275-0108
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NAME OF SUBMITTER:	Anna T Kwan
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SIGNATURE:	/atk/
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DATE SIGNED:	01/07/2016
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Total Attachments: 4

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GRANT OF TRADEMARK SECURITY INTEREST

WHEREAS, Omnicell, Inc., a Delaware corporation (the “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, the Grantor has entered into a Credit Agreement, dated as of January 5, 2016 (as it may heretofore have been and as it may hereafter be further amended, restated, supplemented or otherwise modified from time to time, 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”), and 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 Grantor and its subsidiaries may from time to time enter, or may from time to time have entered, into one or more Secured Cash Management Agreements (as defined in the Credit Agreement) or Secured Hedge Agreements (as defined in the Credit Agreement) in accordance with the terms of the Credit Agreement; and

WHEREAS, the Grantor has executed and delivered that certain Guaranty Agreement, dated as of January 5, 2016 (as it may heretofore have been and as it may hereafter be further amended, restated, supplemented or otherwise modified from time to time, the “Guaranty”), in favor of the Administrative Agent for the benefit of the Lenders and other secured parties, pursuant to which the Grantor has guaranteed the prompt payment and performance when due of: (i) all obligations of each other person party to the Guaranty (other than the obligations of the Grantor) under the Secured Cash Management Agreements and the Secured Hedge Agreements (other than any Excluded Swap Obligations of the Grantor), and (ii) the other obligations described therein; and

WHEREAS, pursuant to the terms of a Collateral Agreement, dated as of January 5, 2016 (as it may heretofore have been and as it may hereafter be further amended, restated, supplemented or otherwise modified from time to time, the “Collateral Agreement”), among the Grantor, the Administrative Agent and the other grantors named therein, the 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 (as defined below);

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 the Grantor to the Administrative Agent pursuant to the Collateral Agreement, the Grantor hereby grants to the Administrative Agent a security interest in all of the Grantor’s right, title and interest in and to the following, in each case whether now or hereafter existing or in which the 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 the 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, any state thereof, or in any foreign country (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, any state thereof, or in any foreign country, and all goodwill of the Grantor’s business symbolized by the Trademarks and associated therewith; and

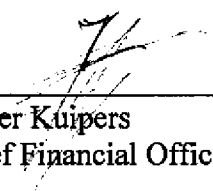
(ii) all proceeds, products, rents and profits of or from any and all of the foregoing Trademark Collateral and, to the extent not otherwise included, all payments under insurance (whether or not the Administrative Agent is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason 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 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 the 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).

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interests 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.

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 5th day of January, 2016.




OMNICELL, INC., a Delaware corporation

By: 
Name: Peter Kuipers
Title: Chief Financial Officer

Grant of Trademark Security Interest
to Collateral Agreement

TRADEMARK
REEL: 005705 FRAME: 0300

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

Owner	Trademark	App. No. App. Date	Reg. No. Reg. Date	Status
Omnicell, Inc.	OMNICELL	79166343 23-DEC-2014		Pending ¹ Section 66(a)
Omnicell, Inc.	SAFETYMED	78203452 15-JAN-2003	3121373 25-JUL-2006	Registered
Omnicell, Inc.	SAFETYSTOCK	78203463 15-JAN-2003	3230409 17-APR-2007	Registered
Omnicell, Inc.	SINGLEPOINTE	77341462 30-NOV-2007	4332161 07-MAY-2013	Registered
Omnicell, Inc.	SINGLEPOINTE	77341475 30-NOV-2007	4321271 16-APR-2013	Registered
Omnicell, Inc.	SUREMED	85971358 27-JUN-2013	4851663 10-NOV-2015	Registered
Omnicell, Inc.	OMNISUPPLIER	74723504 31-AUG-1995	2021871 10-DEC-1996	Renewed in 2006
Omnicell, Inc.	OMNICELL	74723289 31-AUG-1995	1991385 06-AUG-1996	Renewed in 2006
Omnicell, Inc.	OMNICENTER	74723451 31-AUG-1995	2031744 21-JAN-1997	Renewed in 2007
Omnicell, Inc.	OMNIRX	75268259 02-APR-1997	2213408 22-DEC-1998	Renewed in 2008
Omnicell, Inc.	OMNIRX	75268245 02-APR-1997	2229526 02-MAR-1999	Renewed in 2009
Omnicell, Inc.	OMNICELL	76310240 07-SEP-2001	2578534 11-JUN-2002	Renewed in 2012
Omnicell, Inc.	OMNICELL 	76001090 15-MAR-2000	2687026 11-FEB-2003	Renewed in 2013
Omnicell, Inc.	OMNICELL 	76002220 15-MAR-2000	2705051 08-APR-2003	Renewed in 2013
Omnicell, Inc.	OMNICELL	76310241 07-SEP-2001	2692372 04-MAR-2003	Renewed in 2013
Omnicell, Inc.	OMNICELL 	76001103 15-MAR-2000	2718390 27-MAY-2003	Renewed in 2013

¹ Form MM19(E) must be filed through WIPO to secure against an International Registration that extends protection to the U.S.