

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM414538

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ATEB, INC.		01/27/2017	Corporation: CALIFORNIA
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: 7			
Property Type	Number	Word Mark	
Registration Number:	4951136	ONTHEGORX	
Registration Number:	4976823		
Registration Number:	4393739	TIME MY MEDS	
Registration Number:	4188941	DETECT-RX	
Registration Number:	3859127	PHARMACY LINE	
Registration Number:	2172897	ATEB	
Registration Number:	2261981	ATEB	
CORRESPONDENCE DATA			
Fax Number:	7147558290		
<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:	714-540-1235		
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		
NAME OF SUBMITTER:	Anna T Kwan		
SIGNATURE:	/atk/		

OP \$190.00 4951136

DATE SIGNED:	02/01/2017
Total Attachments: 5 source=OmniceIl - Ateb IP Supplement (Trademark)#page1.tif source=OmniceIl - Ateb IP Supplement (Trademark)#page2.tif source=OmniceIl - Ateb IP Supplement (Trademark)#page3.tif source=OmniceIl - Ateb IP Supplement (Trademark)#page4.tif source=OmniceIl - Ateb IP Supplement (Trademark)#page5.tif	

GRANT OF TRADEMARK SECURITY INTEREST

WHEREAS, ATEB, INC., a North Carolina 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, Omnicell, Inc., a Delaware corporation (the "Borrower"), 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 Borrower; and

WHEREAS, the Borrower 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, Grantor has executed and delivered that certain Counterpart to Guaranty, dated as of January 27, 2017 to join 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 Grantor has guarantied the prompt payment and performance when due of: (i) all obligations of the Borrower under the Credit Agreement and the other Loan Documents (as defined in the Credit Agreement); (ii) all obligations of the Borrower under the Secured Cash Management Agreements and the Secured Hedge Agreements (other than any Excluded Swap Obligations of the Grantor); (iii) 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 (iv) 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 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 (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 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, 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 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.

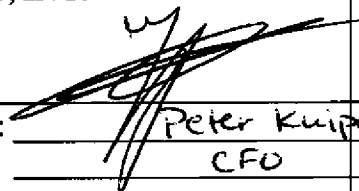
Notwithstanding the foregoing, Trademark Collateral shall not include any Intent-to-Use Application to the extent that, and solely during the period in which, the grant of a security interest therein would impair the registrability, validity or enforcement of such application under applicable federal 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).

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.


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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 27th day of January, 2017.

ATEB, INC.

By: 
Name: Peter Kuipers
Title: CFO

SCHEDULE A
TO
GRANT OF TRADEMARK SECURITY INTEREST

Mark	Country	App. No./ App. Date	Reg. No./ Reg. Date	Current Owner	Status
ONTHEGORX	USA	86763827 22-SEP-2015	4951136 03-MAY-2016	ATEB, INC.	Registered
Design Only 	USA	86763826 22-SEP-2015	4976823 14-JUN-2016	ATEB, INC.	Registered
TIME MY MEDS	USA	85673884 11-JUL-2012	4393739 27-AUG-2013	ATEB, INC.	Registered
DETECT-RX	USA	85323137 17-MAY-2011	4188941 14-AUG-2012	ATEB, INC.	Registered
PHARMACY LINE	USA	77818026 01-SEP-2009	3859127 12-OCT-2010	ATEB, INC.	Registered
ATEB	USA	75307635 12-JUN-1997	2172897 14-JUL-1998	ATEB, INC.	Registered
ATEB	USA	75307636 12-JUN-1997	2261981 20-JUL-1999	ATEB, INC.	Registered

Mark	Country	App. No./ App. Date	Reg. No./ Reg. Date	Current Owner	Status
ATEB CANADA & DESIGN	Canada	1768428 18-FEB-2016		ATEB, INC.	Pending
					
ATEB CANADA	Canada	1768436 18-FEB-2016		ATEB, INC.	Pending
OntheGoRx	Canada	1625573 07-MAY-2013	TMA906467 16-JUN-2015	ATEB, INC.	Registered
TIME MY MEEDS	Canada	1592725 04-SEP-2012	TMA906462 16-JUN-2015	ATEB, INC.	Registered
DETECT-RX	Canada	1592726 04-SEP-2012	TMA874186 25-MAR-2014	ATEB, INC.	Registered
PHARMACY LINE	Canada	1592727 04-SEP-2012	TMA874191 25-MAR-2014	ATEB, INC.	Registered
ATEB	Canada	1592728 04-SEP-2012	TMA874189 25-MAR-2014	ATEB, INC.	Registered