TRADEMARK ASSIGNMENT COVER SHEET

Stylesheet Version v1.2

Electronic Version v1.1 ETAS ID: TM553634

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	01/01/2019

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Aesynt B.V.		07/25/2019	Limited Liability Company: NETHERLANDS

RECEIVING PARTY DATA

Name:	Omnicell, Inc.	
Street Address:	590 E. Middlefield Road	
City:	Mountain View	
State/Country:	CALIFORNIA	
Postal Code:	94043	
Entity Type:	Corporation: DELAWARE	

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	3539133	HEALTH ROBOTICS

CORRESPONDENCE DATA

Fax Number:

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.

Email: colleen.brennan@bakermckenzie.com

Correspondent Name: Danielle Benecke

Address Line 1: 300 East Randolph Street, Suite 5000

Address Line 2: Baker & McKenzie LLP Address Line 4: Chicago, ILLINOIS 60601

NAME OF SUBMITTER: Danielle Benecke	
SIGNATURE: /danielle benecke/	
DATE SIGNED:	12/17/2019

Total Attachments: 8

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CONFIRMATORY INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This CONFIRMATORY INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this "<u>Agreement</u>") is made and entered into, effective as of January 1, 2019 (the "<u>Effective Date</u>"), by and between Aesynt B.V., a private company with limited liability organized and existing under the laws of The Netherlands and having a place of business at Hoogoorddreef 15, 1101 BA Amsterdam, The Netherlands ("<u>Assignor</u>"), and Omnicell, Inc., a corporation organized and existing under the laws of the State of Delaware, U.S.A., having a place of business at 590 E. Middlefield Road, Mountain View, California 94043, U.S.A. ("<u>Assignee</u>").

WHEREAS, Assignor was, prior to the Effective Date, the owner of the Patents (as defined below) and the Trademarks (as defined below);

WHEREAS, Assignee was desirous of acquiring the Patents and the Trademarks;

WHEREAS, Assignor and Assignee entered into an Intellectual Property Assignment Agreement, effective as of the Effective Date, (the "Intellectual Property Assignment Agreement") whereby Assignor sold, transferred, conveyed, assigned and agreed to deliver to Assignee and Assignee's successors and assigns, in perpetuity, all right, title and interest in and to the Patents and the Trademarks; and

WHEREAS, the Intellectual Property Assignment Agreement provided that Assignor and Assignee agreed to execute and deliver all additional instruments of sale, transfer, conveyance and assignment, as and to the extent necessary or convenient, to evidence the sale, transfer, conveyance and assignment by Assignor to Assignee of all of Assignor's right, title and interest in and to the Patents and the Trademarks.

NOW, THEREFORE, Assignor and Assignee enter into this Agreement to confirm that, pursuant to the Intellectual Property Assignment Agreement and for good and valuable consideration, including U.S. ten dollars (\$10.00) each per the patent(s) and application(s) identified in Schedule A and for other good and valuable consideration for the Trademarks, the receipt and sufficiency of which were acknowledged therein, Assignor sold, transferred, conveyed, assigned and agreed to deliver to Assignee and Assignee's successors and assigns all right, title and interest in and to:

the Letters Patent and applications for Letters Patent identified in Schedule A, and the invention(s) disclosed and claimed therein, and any Letters Patent which may hereafter be granted on the same in the United States and all countries throughout the world, including any reissues, divisionals, renewals, continuations, continuations in part, substitutions, conversions, reexaminations, prolongations, provisionals or extensions of any of the foregoing, and any and all worldwide rights in and to any of the foregoing (together, the "Patents"); and

the trademark registrations and application for registration identified in the attached Schedule B, and the trademarks, service marks, tradenames, logos, insignias, designs and

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other proprietary interests therein, whether registered or unregistered, together with the whole of the goodwill of the business associated therewith (together, the "Trademarks"),

as well as rights to any and all existing causes of action and the right to past damages associated therewith, and all rights under the Paris Convention for the Protection of Industrial Property, the same to be held and enjoyed by Assignee, for its own use and on its own behalf and for the use and on behalf of its successors, legal representatives and assigns forever, at common law and/or to the full end of the term or terms for which Letters Patent or registrations of the Trademarks may be granted or renewed as fully and entirely as the same would have been held and enjoyed by Assignor had the sale, transfer and assignment not been made.

Assignee hereby grants a limited power of attorney for the purpose of recording this Agreement in the United States and all other countries throughout the world to the practitioners listed on the power of attorney attached hereto and further grants the power to insert on this Agreement any further identification which may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office or any other patent office worldwide for recordation of this document.

IN WITNESS WHEREOF, Assignor, by its duly authorized officer, has executed this

Agreement as of this 25th day of July ,2019.

AESYNT B.V.

By:

By:

Name: Joseph B. Spears

Name: Mark R.A. Hofstee Holtrop
Title: Managing Director A

Title: Managing Director B

other proprietary interests therein, whether registered or unregistered, together with the whole of the goodwill of the business associated therewith (together, the "Trademarks"),

as well as rights to any and all existing causes of action and the right to past damages associated therewith, and all rights under the Paris Convention for the Protection of Industrial Property, the same to be held and enjoyed by Assignee, for its own use and on its own behalf and for the use and on behalf of its successors, legal representatives and assigns forever, at common law and/or to the full end of the term or terms for which Letters Patent or registrations of the Trademarks may be granted or renewed as fully and entirely as the same would have been held and enjoyed by Assignor had the sale, transfer and assignment not been made.

Assignee hereby grants a limited power of attorney for the purpose of recording this Agreement in the United States and all other countries throughout the world to the practitioners listed on the power of attorney attached hereto and further grants the power to insert on this Agreement any further identification which may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office or any other patent office worldwide for recordation of this document.

IN WITNESS WHEREOF, Assignor, by	its duly authorized officer, has executed this
Agreement as of this 25th day of July	, 2019.
AESYNT B.V.	AESYNT B.V.
Ву:	By: Mallifett
Name: Joseph B. Spears Title: Managing Director A	Name: Mark R.A. Hofstee Holtrop Title: Managing Director B

IN WITNESS WHEREOF, Assignee, by its duly authorized officer, has executed this Agreement as of this 25TH day of Joly

OMNICELL, INC.

Name: Peter J. Kurpers
Title: Executive Vice President and Chief Financial Officer

Schedule A

Jurisdiction	Application No.	Patent No.
Australia	2010246345	2010246345
Australia	2010246346	2010246346
Australia	2010246347	2010246347
Australia	2010246351	2010246351
Australia	2010246352	2010246352
Australia	2012345446	2012345446
Australia	2012348549	2012348549
Canada	2721628	2721628
Canada	2721645	2721645
Canada	2721652	2721652
Canada	2721656	2721656
Canada	2721658	2721658
Canada	2729433	
Canada	2779018	
Canada	2781364	
Canada	2808755	
Canada	2857599	
Canada	2857602	
China	201210470031.4	201210470031.4
China	201210568578.8	201210568578.8
China	201280059593.8	201280059593.8
China	201280059968.0	201280059968.0
E.P.O.	10168232.6	
E.P.O.	12161130.5	2511183
E.P.O.	12161133.9	2502610
E.P.O.	12161927.4	2514676
E.P.O.	12168769.3	2529721
E.P.O.	12173281.2	2537764
E.P.O.	12173288.7	2537547
E.P.O.	12815797.1	2786215
E.P.O.	12818926.3	2788129
France	12161126.3	2502669
France	12161129.7	2502670
France	12161130.5	2511183
France	12161133.9	2502610
France	12161927.4	2514676
France	12168769.3	2529721
France	12173281.2	2537764
France	12173288.7	2537547
France	12815797.1	2786215
France	12818926.3	2788129

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Jurisdiction	Application No.	Patent No.
Germany	12161126.3	2502669
Germany	12161129.7	2502670
Germany	12161130.5	2511183
Germany	12161133.9	2502610
Germany	12161927.4	2514676
Germany	12168769.3	2529721
Germany	12173281.2	2537764
Germany	12173288.7	2537547
Germany	12815797.1	2786215
Germany	12818926.3	2788129
Italy	12161126.3	2502669
Italy	12161129.7	2502670
Italy	12161130.5	2511183
Italy	12161133.9	2502610
Italy	12161927.4	2514676
Italy	12168769.3	2529721
Italy	12173281.2	2537764
Italy	12173288.7	2537547
Italy	12815797.1	2786215
Italy	12818926.3	2788129
Italy	BO2011A000143	1404628
Italy	BO2011A000147	1404630
Italy	BO2011A000148	1404631
Italy	BO2011A000159	1404637
Italy	BO2011A000359	1406124
Italy	BO2011A000360	1406125
Japan	2012-115866	6054633
Japan	2012-141355	6006016
Japan	2012-141365	6077229
Japan	2014-544040	6193876
Japan	2017-182255	6417010
Spain	12161130.5	2511183
Spain	12161133.9	2502610
Spain	12168769.3	2529721
Spain	12173281.2	2537764
Spain	12173288.7	2537547
Spain	12815797.1	2786215
Spain	12818926.3	2788129
U.S.A.	12/829,559	8818821
U.S.A.	12/870,872	8499919
U.S.A.	12/870,875	8865070
U.S.A.	12/870,876	8632738
U.S.A.	12/870,881	8794276
U.S.A.	12/870,884	8539989

Jurisdiction	Application No.	Patent No.
U.S.A.	13/475,160	9399002
U.S.A.	13/476,138	8821471
U.S.A.	13/760,473	9487312
U.S.A.	13/760,511	9011385
U.S.A.	14/362,192	9804586
U.S.A.	15/169,000	9849432
UK	12161126.3	2502669
UK	12161129.7	2502670
UK	12161130.5	2511183
UK	12161133.9	2502610
UK	12161927.4	2514676
UK	12168769.3	2529721
UK	12173281.2	2537764
UK	12173288.7	2537547
UK	12815797.1	2786215
UK	12818926.3	2788129

Schedule B

Country	Mark	Application No.	Registration No.
United States	HEALTH	77504161	3539133
	ROBOTICS		
Italy	i.v.soft	302009901753790	0001226788
Italy	iv station	362018000044783	362018000044783
Italy	tpnstation	302009901750211	0001226787
Italy	i.v.station	362018000044789	362018000044789
WIPO	i.v.SOFT	1015023	1015023
WIPO	i.v.Station	996890	996890
WIPO	IV STATION	977192	977192
WIPO	TPNstation	1014437	1014437

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