

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM683183

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Grant of Trademark Security Interest		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
FDS, Inc.		10/22/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank, National Association, as Administrative Agent		
Street Address:	7711 Plantation Road, MAC R4057-01R		
City:	Roanoke		
State/Country:	VIRGINIA		
Postal Code:	24019		
Entity Type:	national association: UNITED STATES		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	2955038	COMPLYCHEK	
Registration Number:	3004234	COUNSELCHK	
Registration Number:	2935197	ECONCILE	
Registration Number:	2970479	EZ DATA WAREHOUSE	
Registration Number:	2370618	EZ-DME	
Registration Number:	2916248	FREEDOM DATA SERVICES	
Registration Number:	4703739	MYDATAMART	
Serial Number:	90561170	NEW ERA PHARMACY ADOPTION MODEL	
Registration Number:	2875632	PAYOR'S HIGHEST RESPONSE	
CORRESPONDENCE DATA			
Fax Number:	2138918763		
<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>			
Email:	rhonda.deleon@lw.com		
Correspondent Name:	LATHAM & WATKINS LLP		
Address Line 1:	355 SOUTH GRAND AVENUE		
Address Line 4:	LOS ANGELES, CALIFORNIA 90071-1560		
ATTORNEY DOCKET NUMBER:	049275-0108		
NAME OF SUBMITTER:	Rhonda DeLeon		

OP \$240.00 2955038

SIGNATURE:	/Rhonda DeLeon/
DATE SIGNED:	10/22/2021
Total Attachments: 5 source=Omniceil - Grant of Trademark Security Interest (FDS Inc.) (10.22.2021)#page1.tif source=Omniceil - Grant of Trademark Security Interest (FDS Inc.) (10.22.2021)#page2.tif source=Omniceil - Grant of Trademark Security Interest (FDS Inc.) (10.22.2021)#page3.tif source=Omniceil - Grant of Trademark Security Interest (FDS Inc.) (10.22.2021)#page4.tif source=Omniceil - Grant of Trademark Security Interest (FDS Inc.) (10.22.2021)#page5.tif	

GRANT OF TRADEMARK SECURITY INTEREST

WHEREAS, FDS, Inc., a Delaware 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 an Amended and Restated Credit Agreement, dated as November 15, 2019 (as amended by the First Amendment to Amended and Restated Credit Agreement, dated as of September 22, 2020, 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”, capitalized terms used but not defined herein shall have the meanings ascribed to such terms in 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 Guaranty Agreement, dated as of January 5, 2016 (as amended by the Reaffirmation Agreement and Amendment to Collateral Agreement, dated as of November 15, 2019 (the “Reaffirmation”), and as it may otherwise 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 guaranteed 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 amended by the First Amendment to Credit Agreement and Collateral Agreement, dated as of April 11, 2017, the Reaffirmation, and as it may otherwise 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).

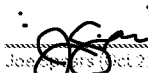
Grantor does hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral

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 22 day of October, 2021.

FDS, INC.

By: 

Name: Joseph B. Spears
Title: President and Chief Executive Officer

SCHEDULE A
TO
GRANT OF TRADEMARK SECURITY INTEREST

Owner	Country	Trademark Name	App Number	File Date	Reg. Number	Reg. Date	Trademark Status
FDS, Inc.	U.S.	COMPLYCHEK	78398859	April 8, 2004	2955038	May 24, 2005	Registered
FDS, Inc.	U.S.	COUNSELCHEK	78465150	August 10, 2004	3004234	October 4, 2005	Registered
FDS, Inc.	U.S.	ECONCILE	78390838	March 25, 2004	2935197	March 22, 2005	Registered
FDS, Inc.	U.S.	EZ DATA WAREHOUSE	78421663	May 19, 2004	2970479	July 19, 2005	Registered
FDS, Inc.	U.S.	EZ-DME	75679626	April 12, 1999	2370618	July 25, 2000	Registered
FDS, Inc.	U.S.	FREEDOM DATA SERVICES	78299886	September 12, 2003	2916248	January 4, 2005	Registered
FDS, Inc.	U.S.	MYDATAMART	86360404	August 7, 2014	4703739	March 17, 2015	Registered
FDS, Inc.	U.S.	NEW ERA PHARMACY ADOPTION MODEL	90561170	March 4, 2021			Pending
FDS, Inc.	U.S.	PAYOR'S HIGHEST RESPONSE	78194922	December 16, 2002	2875632	August 17, 2004	Registered