

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI59761

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
FDS, Inc.		02/23/2024	Corporation: DELAWARE
RECEIVING PARTY DATA			
Company 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 Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	5619100		
Registration Number:	5834207	AMPLICARE	
Registration Number:	4633198	IMEDICARE	
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>			
Phone:	2138918886		
Email:	rhonda.deleon@lw.com		
Correspondent Name:	Rhonda DeLeon		
Address Line 1:	Latham & Watkins LLP, 355 South Grand Avenue		
Address Line 4:	Los Angeles, CALIFORNIA 90071-1560		
ATTORNEY DOCKET NUMBER:	049275-0108		
NAME OF SUBMITTER:	Rhonda DeLeon		
SIGNATURE:	Rhonda DeLeon		
DATE SIGNED:	02/28/2024		
Total Attachments: 6			
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GRANT OF TRADEMARK SECURITY INTEREST

Date: Feb 23, 2024

WHEREAS, Omnicell, Inc., a Delaware corporation, FDS, Inc., a Delaware corporation, and ATEB, Inc., a North Carolina corporation, (each, a “Grantor” and collectively, the “Grantors”), each own and use 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 Second Amended and Restated Credit Agreement, dated as of October 10, 2023 (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, each 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 each 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 each Grantor); (iii) all obligations of each other person party to the Guaranty (other than the obligations of each Grantor) under the Secured Cash Management Agreements and the Secured Hedge Agreements (other than any Excluded Swap Obligations of each 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 Agreement and Amendment to Collateral Agreement, dated as of November 15, 2019, the Second Reaffirmation Agreement and Amendment to Collateral Agreement, dated as of October 10, 2023, and as it may hereafter be further amended, restated, supplemented or otherwise modified from time to time, the “Collateral Agreement”), among each Grantor, the Administrative Agent and the other grantors named therein, each 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 each Grantor to the Administrative Agent pursuant to the Collateral Agreement, each Grantor hereby grants to the Administrative Agent, for the benefit of the Secured Parties, a security interest in all of Grantors' right, title and interest in and to the following, in each case whether now or hereafter existing or in which each 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 each 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).

Each 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, each Grantor has caused this Grant of Trademark Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of the date first written above.

ATEB, INC.

By: 
By: Joe Spears (Feb 23, 2024 03:35 PST)
Name: Joseph B. Spears
Title: President and CEO

FDS, INC.




By: 
By: Joe Spears (Feb 23, 2024 03:35 PST)
Name: Joseph B. Spears
Title: President and CEO


OMNICELL, INC.

Nhcacha Etta
By: Nhcacha Etta (Feb 23, 2024 09:34 CST)
Name: Nchacha E. Etta
Title: Executive Vice President and Chief Financial Officer

SCHEDULE A
TO
GRANT OF TRADEMARK SECURITY INTEREST

United States Trademarks and Trademark Applications

Owner	Mark	Application No.	Application Date	Registration No.	Registration Date	Class	Status
Omniceil, Inc.	ACUDOSE-RX	86/689,206	Jul-10-2015	6,399,147	Jun-29-2021	09, 16	Registered
Omniceil, Inc.	AESYNT	87/231,261	Nov-09-2016	5,294,455	Sep-26-2017	09, 16, 39	Registered
Omniceil, Inc.	AESYNT (Stylized)	87/231,086	Nov-09-2016	5,294,454	Sep-26-2017	09, 16, 39	Registered
Omniceil, Inc.	CONNECT-RX (Stylized)	75/301,261	Jun-02-1997	2,243,515	May-04-1999	09	Registered
Omniceil, Inc.	HEALTH ROBOTICS (Supplemental Register)	77/504,161	Jun-20-2008	3,539,133	Nov-25-2008	37	Registered
Omniceil, Inc.	I.V.SOFT (Madrid Protocol)	79/073,530	Aug-14-2009	3,814,783 (IR No. 1015023)	Jul-06-2010	09	Registered
Omniceil, Inc.	MEDCAROUSEL (Supplemental Register)	78/317,647	Oct-23-2003	2,968,923	Jul-12-2005	07	Registered
Omniceil, Inc.	OMNICELL (Madrid Protocol)	79/166,343	Dec-23-2014	5,061,379 (IR No. 1250006)	Oct-18-2016	07, 09, 10, 16, 20, 35, 39, 42, 44	Registered
Omniceil, Inc.	<u>OMNICELL & Logo Design</u>  Omnicell	90/408,005	Dec-23-2020	6,517,464	Oct-12-2021	07, 09, 16, 35, 42, 44	Registered
Omniceil, Inc.	<u>OMNICELL & Logo Design</u>  Omnicell	90/408,008	Dec-23-2020	6,925,702	Dec-13-2022	35	Registered
Omniceil, Inc.	<u>Omniceil Logo Design</u> 	90/407,996	Dec-23-2020	6,517,461	Oct-12-2021	09	Registered
Omniceil, Inc.	ROBOT-RX	78/317,318	Oct-22-2003	2,930,686	Mar-08-2005	07	Registered
ateb, Inc.	ENLIVENHEALTH (parent)	90427512	Dec-29-2020	7225223	Nov-21-2023	09	Registered
ateb, Inc.	ENLIVENHEALTH (child)	90978324	Dec-29-2020	6914457	Nov-29-2022	42	Registered
ateb, Inc.	ENLIVENHEALTH	90427528	Dec-29-2020	6528684	Oct-19-2021	09,35	Registered

Owner	Mark	Application No.	Application Date	Registration No.	Registration Date	Class	Status
FDS, Inc.		87781701	Feb-02-2018	5619100	Nov-27-2018	42	Registered
FDS, Inc.	AMPLICARE	88285417	Feb-01-2019	5834207	Aug-13-2019	42	Registered
FDS, Inc.	IMEDICARE	85886894	Mar-26-2013	4633198	Nov-4-2014	42	Registered