

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

| | |
|-----------------------|-------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | SECURITY INTEREST |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|---------------------|----------|----------------|-----------------------|
| Insulet Corporation | | 03/16/2009 | CORPORATION: DELAWARE |

RECEIVING PARTY DATA

| | |
|-------------------|--|
| Name: | Deerfield Private Design Fund LP |
| Street Address: | 780 Third Avenue |
| Internal Address: | 37th Floor, C/O Deerfield Management Company LP, Attn: James E Flynn |
| City: | New York |
| State/Country: | NEW YORK |
| Postal Code: | 10017 |
| Entity Type: | LIMITED PARTNERSHIP: DELAWARE |

| | |
|-------------------|--|
| Name: | Derfield Private Design International LP |
| Street Address: | 780 Third Avenue |
| Internal Address: | 37th Floor, C/O Deerfield Management Company LP, Attn: James E Flynn |
| City: | New York |
| State/Country: | NEW YORK |
| Postal Code: | 10017 |
| Entity Type: | LIMITED PARTNERSHIP: BRITISH VIRGIN ISLANDS |

| | |
|-------------------|--|
| Name: | Deerfield Partners LP |
| Street Address: | 780 Third Avenue |
| Internal Address: | 37th Floor, C/O Deerfield Management Company LP, Attn: James E Flynn |
| City: | New York |
| State/Country: | NEW YORK |
| Postal Code: | 10017 |
| Entity Type: | LIMITED PARTNERSHIP: DELAWARE |

| | |
|-----------------|---------------------------------|
| Name: | Deerfield International Limited |
| Street Address: | 780 Third Avenue |

CH \$65.00 3059652

| | |
|-------------------|--|
| Internal Address: | 37th Floor, C/O Deerfield Management Company LP, Attn: James E Flynn |
| City: | New York |
| State/Country: | NEW YORK |
| Postal Code: | 10017 |
| Entity Type: | CORPORATION: BRITISH VIRGIN ISLANDS |

PROPERTY NUMBERS Total: 2

| Property Type | Number | Word Mark |
|----------------------|---------|-----------|
| Registration Number: | 3059652 | OMNIPOD |
| Registration Number: | 3102248 | OMNIPOD |

CORRESPONDENCE DATA

Fax Number: (212)894-5798
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Email: michael.sarney@kattenlaw.com
 Correspondent Name: Michael F Sarney, Katten Muchin Rosenman
 Address Line 1: 575 Madison Avenue
 Address Line 4: New York, NEW YORK 10022

| | |
|-------------------------|------------------|
| ATTORNEY DOCKET NUMBER: | 333285-00034 |
| NAME OF SUBMITTER: | Michael Sarney |
| Signature: | /michael sarney/ |
| Date: | 04/23/2009 |

Total Attachments: 4

source=Insulet Trademark Security Interest#page1.tif
 source=Insulet Trademark Security Interest#page2.tif
 source=Insulet Trademark Security Interest#page3.tif
 source=Insulet Trademark Security Interest#page4.tif

GRANT OF SECURITY INTEREST IN TRADEMARKS

WHEREAS, Insulet Corporation, a Delaware corporation (the "Borrower") and Deerfield Private Design Fund, L.P., Deerfield Private Design International, L.P., Deerfield Partners, L.P. and Deerfield International Limited (collectively the "Secured Party") have entered into a Security Agreement dated March 13, 2009 (the "Security Agreement");

WHEREAS, Borrower is the owner of the trademarks identified in the attached Schedule A (the "Trademarks");

WHEREAS, Borrower is obligated to the Secured Party pursuant to the terms of the Security Agreement; and

WHEREAS, pursuant to the Security Agreement, Borrower is granting the Secured Party a security interest in the Trademarks, all proceeds thereof, all rights corresponding thereto and all renewals and extensions thereof.


NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Borrower does hereby grant and assign to Secured Party a security interest in and to all of Borrower's rights, title and interest in and to the Trademarks and all rights corresponding thereto, including, without limitation, (i) all renewals and extensions thereof; (ii) all proceeds, income, royalties, damages and payments now due or payable or which hereafter become due or payable with respect thereto; (iii) all causes of action (in law or equity) and rights to sue, counterclaims and/or recoveries for past, present or future infringements thereof; and (iv) all rights corresponding to the foregoing throughout the world.

Borrower hereby agrees to execute all papers and to perform all other proper acts requested by Secured Party or its successors or assigns to secure to Secured Party or its successors or assigns the rights hereby transferred.

Borrower does hereby acknowledge and affirm that the rights and remedies of Secured Party with respect to the foregoing security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein, and that this document is subject to the terms and conditions of the Security Agreement.

[Signature Pages Follow]

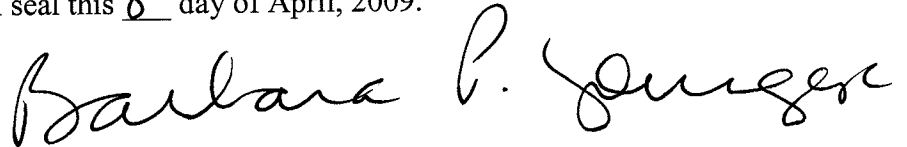
DEERFIELD INTERNATIONAL LIMITED

By: 
Name: James E. Flynn
Title: General Partner

STATE OF NEW YORK }
 } ss:
COUNTY OF NEW YORK }

Before me, the undersigned, a Notary Public of the State of New York, personally appeared James Flynn, having been sworn by me according to law did depose and say he was the General Partner of Deerfield Private Design Fund, L.P., Deerfield Private Design International, L.P., Deerfield Partners, L.P. and Deerfield International Limited and did acknowledge the execution of the foregoing Grant of Security Interest in Trademarks on behalf of each such partnership.

WITNESS my hand and notarial seal this 8th day of April, 2009.



BARBARA P. YOUNGER
Notary Public - State of New York
No. 01YO6114649
Qualified in Queens County
My Commission Expires August 23, 2012

Schedule A

U.S. Trademark Registration No. 3,102,248

U.S. Trademark Registration No. 3,059,652