Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE: **NEW ASSIGNMENT**

NATURE OF CONVEYANCE: ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Pioux Vision, Inc.		12/12/2007	CORPORATION: SOUTH
Rioux Vision, Inc.		12/12/2007	CAROLINA

RECEIVING PARTY DATA

Name:	Omnicell, Inc.
Street Address:	1201 Charleston Road
City:	Mountain View
State/Country:	CALIFORNIA
Postal Code:	94043
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	3013079	FREEDOM
Registration Number:	3099963	LIBERTY
Registration Number:	3040183	ALLIANCE
Registration Number:	3015013	ALLEGIANCE
Registration Number:	3280877	RIO
Registration Number:	3280880	RIO

CORRESPONDENCE DATA

Fax Number: (650)857-0663

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: (650) 843-5000

Email: trademarks@cooley.com

Correspondent Name: Susan Berney-Key/Cooley Godward Kronish

Address Line 1: Five Palo Alto Square, 4th Floor

Address Line 2: 3000 El Camino Real

Address Line 4: Palo Alto, CALIFORNIA 94306-2155

TRADEMARK

REEL: 003749 FRAME: 0039

900102858

NAME OF SUBMITTER:	Susan Berney-Key
Signature:	/Susan Berney-Key/
Date:	03/28/2008
Total Attachments: 2 source=riouxvisionassign#page1.tif source=riouxvisionassign#page2.tif	

TRADEMARK REEL: 003749 FRAME: 0040

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT ("Agreement") is made effective December 12, 2007, by and between Rioux Vision, Inc., a corporation organized under the laws of the state of South Carolina, with offices located at 170 Pontiac Business Center Drive, Elgin, South Carolina 29045 (hereinafter "Assignor"), and Omnicell, Inc., a corporation organized under the laws of the State of Delaware with offices located at 1201 Charleston Road, Mountain View, California 94043 (hereinafter "Assignee");

WHEREAS, Assignor has developed and has exclusive ownership in and to certain inventions, ideas, concepts, discoveries, including those now conceived but yet to be reduced to practice, whether or not patentable or subject to patent protection, and all patents and applications for patents everywhere in the world, including all reissues, divisions, continuations, continuations in part, reexaminations, and extensions thereof; all copyrights, including registered copyrights and applications for copyrights, everywhere in the world; all trademarks, trade names, and the good will associated therewith, everywhere in the world; and certain formulas, processes, know-how, models, designs, protocols, techniques, research, plans, methods, schematics, drawings and other trade secrets, confidential or proprietary information relating to its business (collectively, "Intellectual Property"); and

WHEREAS, pursuant to a Stock Purchase Agreement executed November 29, 2007 Assignor sold all of the outstanding shares of stock of Rioux Vision, Inc. to Assignee, including the Intellectual Property;

WHEREAS, Assignce and Assignor wish to formalize the transfer all right, title and interest in and to the Intellectual Property, including all rights to sue and recover for past infringement or wrongful uses thereof.

NOW, THEREFORE, in consideration of the purchase of all stock of Rioux Vision, Inc. paid by Assignee to Assignor, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell, assign, transfer and convey to Assignee all right, title and interest in and to the Intellectual Property.

Assignor further agrees that it will, at no expense to Assignor (1) cooperate with Assignee in the prosecution of any patent, trademark, or copyright applications and foreign counterparts thereof, relating to the Intellectual Property, (2) execute, verify, acknowledge and deliver all such further papers, including patent applications, trademark documents, and

TRADEMARK REEL: 003749 FRAME: 0041 copyrights registrations and instruments of transfer and (3) perform such other acts as Assignee lawfully may request to obtain or maintain registrations associated with the Intellectual Property, and improvements or derivations thereof, in any and all countries, and to vest title thereto in Assignee, or Assignee's successors and assigns.

IN WITNESS WHEREOF, the undersigned executes this Assignment.

ASSIGNOR - Rioux Vision, Inc.	Dated:	March 27, 2008
Name: Rus Stim Title: Presper		
RECEIVED AND ACKNOWLEDGED BY:		
ASSIGNEE - Omnicell, Inc.	Dated:	March 27, 2008

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RECORDED: 03/28/2008