

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Quality Assured Services, Inc.		11/12/2009	CORPORATION: FLORIDA
Biosite Incorporated		11/12/2009	CORPORATION: DELAWARE
Cholestech Corporation		11/12/2009	CORPORATION: DELAWARE
First Check Disgnostics Corp.		11/12/2009	CORPORATION: DELAWARE
Hemosense Inc.		11/12/2009	CORPORATION: DELAWARE
Instant Technologies, Inc.		11/12/2009	CORPORATION: VIRGINIA
Inverness Medical, LLC		11/12/2009	LIMITED LIABILITY COMPANY: DELAWARE
IVC Industries, Inc.		11/12/2009	CORPORATION: DELAWARE
Alere, LLC		11/12/2009	LIMITED LIABILITY COMPANY: DELAWARE
Paradigm Health Systems, Inc.		11/12/2009	CORPORATION: DELAWARE
Redwood Toxicology Laboratory, Inc.		11/12/2009	CORPORATION: CALIFORNIA

**RECEIVING PARTY DATA**

<b>Name:</b>	General Electric Capital Corporation, as Agent
<b>Street Address:</b>	2 Bethesda Metro Center
<b>Internal Address:</b>	Suite 600
<b>City:</b>	Bethesda
<b>State/Country:</b>	MARYLAND
<b>Postal Code:</b>	20814
<b>Entity Type:</b>	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 26**

Property Type	Number	Word Mark
Serial Number:	78866767	PPM SERVICE
Registration Number:	3530814	ALERE
Serial Number:	77513696	DAYLINK

CH \$665.00 78866767

Serial Number:	77443913	
Serial Number:	77628302	CODE CHIP
Serial Number:	77660022	METERPRO
Serial Number:	77590478	TRIAGE
Registration Number:	2587242	TRIAGE CENSUS
Serial Number:	78954465	FOR YOU, FOR THEM, FOR LIFE
Serial Number:	77543468	FIRST CHECK
Registration Number:	2769842	HEMOSENSE
Registration Number:	2779799	INRATIO
Serial Number:	77539014	I
Serial Number:	77538971	ICARD
Serial Number:	77538989	ICASSETTE
Serial Number:	77539006	IRESPONSE
Serial Number:	77538996	ISCREEN
Registration Number:	0502058	ALLBEE
Serial Number:	77505803	HERE TODAY... GONE TOMORROW!
Serial Number:	77557985	MULTIPLETE
Serial Number:	77545800	MATERNALINK
Registration Number:	3425673	SECURED INDEPENDENCE, INC.
Registration Number:	3429644	SECURED WELLNESS
Registration Number:	2414867	PARADIGM
Registration Number:	3351707	THE BEST WAY TO TEST
Serial Number:	77668479	REDITEST

**CORRESPONDENCE DATA**

Fax Number: (212)230-7740  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 212-318-6556  
Email: kathleenmangual@paulhastings.com  
Correspondent Name: Kathleen Mangual  
Address Line 1: c/o Paul Hastings, LLP  
Address Line 2: 75 East 55th Street  
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	56704.00101 SUPPLEMENT
NAME OF SUBMITTER:	Kathleen Mangual
Signature:	/s/ Kathleen Mangual

**TRADEMARK**

**REEL: 004165 FRAME: 0846**

Date:

03/11/2010

**Total Attachments: 13**

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## FIRST LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT

THIS FIRST LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT (this "Intellectual Property Security Agreement Supplement"), dated as of November 12, 2009, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of General Electric Capital Corporation ("GE Capital"), as administrative agent and collateral agent (in such capacity, together with its successors and permitted assigns, the "Administrative Agent") for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below).

### WITNESSETH:

WHEREAS, pursuant to the First Lien Credit Agreement, dated as of June 26, 2007 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrower, Holdings, the Lenders and the L/C Issuers from time to time party thereto and Administrative Agent, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to a First Lien Guaranty and Security Agreement, dated as of June 26, 2007, in favor of the Administrative Agent (the "Guaranty and Security Agreement") and a First Lien Intellectual Property Security Agreement, dated as of June 26, 2007 (the "Intellectual Property Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of the other Loan Parties; and

WHEREAS, under the terms of the Guaranty and Security Agreement, the Grantors have granted a security interest in the Additional Intellectual Property Collateral (as defined in Section 2 below) of the Grantors to the Administrative Agent for the ratable benefit of the Secured Parties and each of the Grantors has agreed as a condition thereof to execute this Intellectual Property Security Agreement Supplement to supplement the Intellectual Property Security Agreement and for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and other governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees with the Administrative Agent as follows:

SECTION 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

SECTION 2. Grant of Security Interest in Additional Intellectual Property Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations on the terms set forth in the Loan Documents, hereby mortgages, pledges and hypothecates to the Administrative Agent, for the benefit of the Secured Parties, and grants to the Administrative Agent, for the benefit of the Secured Parties, a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Additional Intellectual Property Collateral"):

(a) Copyrights.

(i) all of its Copyrights and registrations and applications for registration thereof and all registered IP Licenses and applications therefor providing for the grant to such Grantor of any right under any Copyright, including, without limitation, those referred to on Schedule 1A hereto;

(ii) all renewals, reversions and extensions of the foregoing;

(iii) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof, other than, in the case of clauses (i) through (iii), with respect to Excluded Property.

(b) Patents.

(i) all of its registered Patents and applications for registration thereof and all registered IP Licenses and applications therefor providing for the grant to such Grantor of any right under any Patent, including, without limitation, those referred to on Schedule 1B hereto;

(ii) all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing;

(iii) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof, other than, in the case of clauses (i) through (iii), with respect to Excluded Property.

(c) Trademarks.

(i) all of its Trademarks and applications for registration thereof and all registered IP Licenses and applications therefor providing for the grant to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1C hereto;

(ii) all renewals and extensions of the foregoing;

(iii) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(iv) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof, other than, in the case of clauses (i) through (iii), with respect to Excluded Property.

SECTION 3. Supplement to Security Agreement. Schedule 6 to the Guaranty and Security Agreement is, effective as of the date hereof, hereby supplemented to add to such Schedule the Additional Intellectual Property Collateral.

SECTION 4. Guaranty and Security Agreement. The security interest granted pursuant to this Intellectual Property Security Agreement Supplement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the Additional Intellectual Property Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

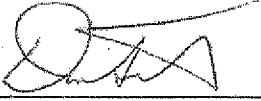
SECTION 5. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with such Grantor's Additional Intellectual Property Collateral and IP Licenses subject to a security interest hereunder.

SECTION 6. Counterparts. This Intellectual Property Security Agreement Supplement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

SECTION 7. Governing Law. This Intellectual Property Security Agreement Supplement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

INVERNESS MEDICAL INNOVATIONS, INC.

By:   
Name: David A. Teitel  
Title: Chief Financial Officer and Treasurer

[SIGNATURE PAGE TO ACKNOWLEDGMENT TO FIRST LIEN  
INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT]

LEGAL\_US\_E # 83571605

**TRADEMARK**  
**REEL: 004165 FRAME: 0851**

**GUARANTORS:**

ALERE LLC  
ALERE HEALTHCARE OF ILLINOIS, INC.  
ALERE HEALTH IMPROVEMENT COMPANY  
ALERE HEALTH SYSTEMS, INC.  
ALERE MEDICAL, INC.  
ALERE WELLOLOGY, INC.  
ALERE WOMEN'S AND CHILDREN'S  
HEALTH, LLC  
AMEDITECH INC.  
APPLIED BIOTECH, INC.  
BINAX, INC.  
BIOSITE INCORPORATED  
CHOLESTECH CORPORATION  
FIRST CHECK DIAGNOSTICS CORP.  
FIRST CHECK ECOM, INC.  
GENECARE MEDICAL GENETICS CENTER.  
INC.  
HEMOSENSE, INC.  
IM US HOLDINGS, LLC

By: \_\_\_\_\_



Name: David A. Teitel


Title (respectively): Vice President and  
Treasurer; Vice President, Finance; Vice  
President, Finance; Vice President and  
Treasurer; Vice President and Treasurer;  
Vice President, Finance; Vice President,  
Finance; General Manager; Vice  
President; Vice President, Finance; Vice  
President, Finance; Vice President,  
Finance and Chief Financial Officer;  
Vice President, Finance; Vice President;  
Vice President and Treasurer; Treasurer;  
President



**GUARANTORS (continued):**

INNOVACON, INC.  
INNOVATIONS RESEARCH, LLC  
INNOVATIVE MOBILITY, LLC  
INSTANT TECHNOLOGIES, INC.  
INVERNESS MEDICAL, LLC  
INVERNESS MEDICAL - BIOSTAR INC.  
INVERNESS MEDICAL INNOVATIONS  
NORTH AMERICA, INC.  
INVERNESS MEDICAL INTERNATIONAL  
HOLDING CORP.  
ISCHEMIA TECHNOLOGIES, INC.  
IVC INDUSTRIES, INC.  
MATRITECH, INC.  
OSTEX INTERNATIONAL, INC.  
QUALITY ASSURED SERVICES, INC.  
REDWOOD TOXICOLOGY LABORATORY,  
INC.  
RTL HOLDINGS, INC.  
SELFCARE TECHNOLOGY, INC.  
WAMPOLE LABORATORIES, LLC  
ZYCARE, INC.

By: \_\_\_\_\_



Name: David A. Teitel

Title (respectively): Vice President, Finance;  
Vice President, Finance; Chief Financial  
Officer; Vice President, Finance; Vice  
President, Finance; Vice President,  
Finance; Vice President, Finance;  
President; Vice President, Finance; Vice  
President; Vice President, Finance; Vice  
President, Finance; Chief Financial  
Officer; Vice President, Finance; Vice  
President, Finance; Vice President,  
Finance; Vice President; Chief  
Financing Officer and Treasurer

**GUARANTORS (continued):**

MATRIA OF NEW YORK, INC.

By: Tom Underwood  
Name: Tom Underwood  
Title: President

ACCEPTED AND AGREED  
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION  
as Administrative Agent

By: \_\_\_\_\_

Name: Ryan Guenin

Title: Its Duly Authorized Signatory

SIGNATURE PAGE TO ACKNOWLEDGMENT TO FIRST LIEN  
INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT]

LEGAL\_US\_E # 83571605

TRADEMARK  
REEL: 004165 FRAME: 0855

SCHEDULE 1A

COPYRIGHTS

None.

SCHEDULE 1B

PATENTS



SCHEDULE 1C

TRADEMARKS

PPM SERVICE	US	Quality Assured Services, Inc.	04/21/2006	78/866767		
ALERE	US	Alere LLC	04/09/2008	77/443888	3530814	11/11/2008
DAYLINK	US	Alere LLC	07/02/2008	77/513696		
DESIGN (HEART SHAPE PERSONS)	US	Alere LLC	04/09/2008	77/443913		
CODE CHIP	US	Biosite Incorporated	12/08/2008	77/628302		
METERPRO	US	Biosite Incorporated	01/30/2009	77/660022		
TRIAGE	US	Biosite Incorporated	10/10/2008	77/590478		
TRIAGE CENSUS	US	Biosite Incorporated	03/10/2000	75/940728	2587242	07/02/2002
FOR YOU, FOR THEM, FOR LIFEUS	US	Cholestech Corporation	08/17/2006	78/954465		
FIRST CHECK (AND DESIGN)	US	First Check Diagnostics Corp.	08/11/2008	77/543468		
HEMOSENSE	US	Hemosense Inc	08/23/2001	76/303779	2769842	09/30/2003
INRATIO	US	Hemosense Inc	09/15/1999	75/800851	2779799	11/04/2003
I (AND DESIGN WITHIN A CIRCL	US	Instant Technologies, Inc.	08/05/2008	77/539014		
ICARD	US	Instant Technologies, Inc.	08/05/2008	77/538971		
ICASSETTE	US	Instant Technologies, Inc.	08/05/2008	77/538989		
IRESPONSE	US	Instant Technologies, Inc.	08/05/2008	77/539006		
ISCREEN	US	Instant Technologies, Inc.	08/05/2008	77/538996		
ALLBEE	US	Inverness Medical, LLC	09/18/1947	71/513771	502058	09/14/1948
HERE TODAY... GONE TOMORUS	US	Inverness Medical, LLC	06/23/2008	77/505803		
MULTIPLETE	US	IVC Industries, Inc.	08/28/2008	77/557985		
MATERNALINK	US	Alere LLC	08/13/2008	77/545800		
SECURED INDEPENDENCE, INCUS	US	Alere LLC	06/04/2007	77/196901	3425673	05/13/2008
SECURED WELLNESS	US	Alere LLC	03/29/2007	77/143763	3429644	05/30/2008
PARADIGM	US	Paradigm Health Systems, Inc.	03/31/1995	74/654345	2414867	12/26/2000
THE BEST WAY TO TEST	US	Quality Assured Services, Inc.	03/29/2007	77/143438	3351707	12/11/2007
REDITEST	US	Redwood Toxicology Laboratory, Inc.	02/11/2009	77/668479		