

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
MTS Medication Technologies, Inc.		09/25/2013	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Wells Fargo Bank, National Association, as Administrative Agent
Street Address:	400 Hamilton Avenue, Suite 110
City:	Palo Alto
State/Country:	CALIFORNIA
Postal Code:	94301
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Serial Number:	85528329	EASYBLIST
Serial Number:	85044817	MEDTRAK
Registration Number:	4050513	MTS MEDICATION TECHNOLOGIES - AUSTRALIA
Registration Number:	2789198	ONDEMAND
Registration Number:	3145962	MTS MEDICATION TECHNOLOGIES
Registration Number:	3187124	MEDLOCKER
Registration Number:	3399834	MEDTIMES
Registration Number:	3410673	ACCUFLEX
Registration Number:	3438258	INNOVATIONS FOR HEALTH.
Registration Number:	3765496	CENTRAFILL
Registration Number:	3684336	RXMAP

CORRESPONDENCE DATA

Fax Number: 2158511420

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent*

**TRADEMARK**

*via US Mail.*

Phone: 415.659.4897  
Email: karmellino@reedsmith.com, phlipdocketing@reedsmith.com  
Correspondent Name: Yvonne Pham  
Address Line 1: 101 Second Street, Suite 1800  
Address Line 2: Reed Smith LLP  
Address Line 4: San Francisco, CALIFORNIA 94105

ATTORNEY DOCKET NUMBER:	349334.20109
NAME OF SUBMITTER:	Yvonne Pham
Signature:	/Yvonne Pham/
Date:	09/27/2013

**Total Attachments: 5**

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## GRANT OF TRADEMARK SECURITY INTEREST

**WHEREAS, MTS MEDICATION TECHNOLOGIES, 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 a Credit Agreement dated as of September 25, 2013 (said Credit Agreement, as it may heretofore have been and as it may hereafter be further amended, restated, supplemented or otherwise modified from time to time, being 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”), 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 Credit Parties may from time to time enter, or may from time to time have entered, into one or more Secured Cash Management Agreements and Secured Hedge Agreements in accordance with the terms of the Credit Agreement; and

**WHEREAS**, Grantor has executed and delivered that certain Subsidiary Guaranty Agreement dated as of September 25, 2013 (said Subsidiary Guaranty Agreement, as it may heretofore have been and as it may hereafter be further amended, restated, supplemented or otherwise modified from time to time, being the “Guaranty”) in favor of the Administrative Agent for the benefit of the Secured Parties, pursuant to which Grantor has guaranteed the prompt payment and performance when due of all obligations of the Borrower under the Credit Agreement and the other Loan Documents, all obligations of the Borrower under the Secured Cash Management Agreements and the Secured Hedge Agreements and all obligations of each other Credit Party (other than the obligations of such guarantying Credit Party) under the Secured Cash Management Agreements and the Secured Hedge Agreements (other than any Excluded Swap Obligations), including, without limitation, the obligation of such Credit Party to make payments thereunder in the event of early termination thereof; and

**WHEREAS**, pursuant to the terms of a Collateral Agreement dated as of September 25, 2013 (said Collateral Agreement, as it may heretofore have been and as it may hereafter be further amended, restated, supplemented or otherwise modified from time to time, being 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;

**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 and any state thereof and in foreign countries (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 and any state thereof and in foreign countries, 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).

THIS GRANT OF TRADEMARK SECURITY INTEREST, ANY CLAIM, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS GRANT OF TRADEMARK SECURITY INTEREST AND THE TRANSACTIONS CONTEMPLATED HEREBY SHALL BE GOVERNED BY, AND CONSTRUED AND

ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK (INCLUDING WITHOUT LIMITATION SECTION 5-1401 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK), EXCEPT TO THE EXTENT THAT THE UCC PROVIDES THAT THE PERFECTION OF THE SECURITY INTEREST HEREUNDER, OR REMEDIES HEREUNDER, IN RESPECT OF ANY PARTICULAR COLLATERAL ARE GOVERNED BY THE LAWS OF A JURISDICTION OTHER THAN THE STATE OF NEW YORK, IN WHICH CASE THE LAWS OF SUCH JURISDICTION SHALL GOVERN WITH RESPECT TO THE PERFECTION OF THE SECURITY INTEREST IN, OR THE REMEDIES WITH RESPECT TO, SUCH PARTICULAR COLLATERAL. The rules of construction set forth in Sections 1.2, 1.6 and 1.7 of the Credit Agreement shall be applicable to this Grant of Trademark Security Interest *mutatis mutandis*.

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.

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 25th day of September, 2013.

MTS MEDICATION TECHNOLOGIES, INC.

By: 

Name: Robin G. Seim

Title: EVP, CFO

*Signature Page to Grant of Trademark Security Interest*

**SCHEDULE A  
TO  
GRANT OF TRADEMARK SECURITY INTEREST**

United States Trademarks and Trademark Applications

<b>OWNER</b>	<b>Trademark Name</b>	<b>AppNumber</b>	<b>FilDate</b>	<b>RegNumber</b>	<b>RegDate</b>	<b>Trademark Status</b>
MTS MEDICATION TECHNOLOGIES, INC.	EASYBLIST	85/528,329	01/30/2012			Published
MTS MEDICATION TECHNOLOGIES, INC.	MEDTRAK	85/044,817	05/21/2010			Published
MTS MEDICATION TECHNOLOGIES, INC.	MTS MEDICATION TECHNOLOGIES AUSTRALIA (STYLIZED)	85/124,823	09/08/2010	4,050,513	11/01/2011	Registered
MTS MEDICATION TECHNOLOGIES, INC.	ONDEMAND	76/159,363	11/03/2000	2,789,198	12/02/2003	Registered
MTS MEDICATION TECHNOLOGIES, INC.	MTS MEDICATION TECHNOLOGIES (w/design)	76/587,981	04/20/2004	3,145,962	09/19/2006	Registered
MTS MEDICATION TECHNOLOGIES, INC.	MEDLOCKER	78/813,657	02/13/2006	3,187,124	12/19/2006	Registered
MTS MEDICATION TECHNOLOGIES, INC.	MEDTIMES	78/813,666	02/13/2006	3,399,834	03/18/2008	Registered
MTS MEDICATION TECHNOLOGIES, INC.	ACCUFLEX	78/813,706	02/13/2006	3,410,673	04/08/2008	Registered
MTS MEDICATION TECHNOLOGIES, INC.	INNOVATIONS FOR HEALTH (w/design)	78/912,360	06/20/2006	3,438,258	05/27/2008	Registered
MTS MEDICATION TECHNOLOGIES, INC.	CENTRAFILL	78/813,680	02/13/2006	3,765,496	03/23/2010	Registered
MTS MEDICATION TECHNOLOGIES, INC.	RxMap	77/598,077	10/22/2008	3,684,336	09/15/2009	Registered