

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM368427

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
SEQUENCE:	1		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MTS Medication Technologies, Inc.		01/05/2016	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank, National Association, as Administrative Agent		
Street Address:	400 Hamilton Ave., Suite 110		
City:	Palo Alto		
State/Country:	CALIFORNIA		
Postal Code:	94301		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	3145962	MTS MEDICATION TECHNOLOGIES	
Registration Number:	3410673	ACCUFLEX	
Registration Number:	3765496	CENTRAFILL	
Registration Number:	3187124	MEDLOCKER	
Registration Number:	4050513	MTS MEDICATION TECHNOLOGIES - AUSTRALIA	
Registration Number:	3684336	RXMAP	
Registration Number:	2789198	ONDEMAND	
CORRESPONDENCE DATA			
Fax Number:	7147558290		
<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:	7145401235		
Email:	ipdocket@lw.com		
Correspondent Name:	Latham & Watkins LLP		
Address Line 1:	650 Town Center Drive, Suite 2000		
Address Line 4:	Costa Mesa, CALIFORNIA 92626		
ATTORNEY DOCKET NUMBER:	049275-0108		
NAME OF SUBMITTER:	Anna T Kwan		

OP \$190.00 3145962

SIGNATURE:	/atk/
DATE SIGNED:	01/07/2016
Total Attachments: 4 source=MTS Grant of Trademark Security Interest#page1.tif source=MTS Grant of Trademark Security Interest#page2.tif source=MTS Grant of Trademark Security Interest#page3.tif source=MTS Grant of Trademark Security Interest#page4.tif	

GRANT OF TRADEMARK SECURITY INTEREST

WHEREAS, MTS Medication Technologies, Inc., a Delaware corporation (the "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 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 "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, the 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 the 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 (as defined in the Credit Agreement) of the Grantor); (iii) all obligations of each other person party to the Guaranty (other than the obligations of the Grantor) under the Secured Cash Management Agreements and the Secured Hedge Agreements (other than any Excluded Swap Obligations of the 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 it may heretofore have been and as it may hereafter be further amended, restated, supplemented or otherwise modified from time to time, the "Collateral Agreement"), among the Grantor, the Administrative Agent and the other grantors named therein, the 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 the Grantor to the Administrative Agent pursuant to the Collateral Agreement, the Grantor hereby grants to the

Administrative Agent a security interest in all of the Grantor's right, title and interest in and to the following, in each case whether now or hereafter existing or in which the 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 the 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 the 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 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 the 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).

The 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 5th day of January, 2016.

MTS MEDICATION TECHNOLOGIES, INC.,
a Delaware corporation

By: _____

Name: Robin G. Seim

Title: Executive Vice President

Grant of Trademark Security Interest
to Collateral Agreement

TRADEMARK
REEL: 005705 FRAME: 0286

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

Owner	Trademark	App. No. App. Date	Reg. No. Reg. Date	Status
Medical Technology Systems, Inc.	MTS MEDICATION TECHNOLOGIES 	76587981 20-APR-2004	3145962 19-SEP-2006	Registered
MTS Medication Technologies, Inc.	MEDTRAK	86366330 14-AUG-2014		Pending Intent to Use
MTS Medication Technologies, Inc.	MTS MEDICATION TECHNOLOGIES AUSTRALIA 	85095581 29-JUL-2010		Pending Intent to Use
MTS Medication Technologies, Inc.	ACCUFLEX	78813706 13-FEB-2006	3410673 08-APR-2008	Registered
MTS Medication Technologies, Inc.	CENTRAFILL	78813680 13-FEB-2006	3765496 23-MAR-2010	Registered
MTS Medication Technologies, Inc.	MEDLOCKER	78813657 13-FEB-2006	3187124 19-DEC-2006	Registered
MTS Medication Technologies, Inc.	MTS MEDICATION TECHNOLOGIES - AUSTRALIA 	85124823 08-SEP-2010	4050513 01-NOV-2011	Registered
MTS Medication Technologies, Inc.	RXMAP	77598077 22-OCT-2008	3684336 15-SEP-2009	Registered
MTS Medication Technologies, Inc.	ONDEMAND	76159363 03-NOV-2000	2789198 02-DEC-2003	Renewed in 2013