

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT5826808

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	GRANT OF PATENT SECURITY INTEREST	
<b>CONVEYING PARTY DATA</b>		
<b>Name</b>		<b>Execution Date</b>
OMNICELL, INC.		11/15/2019
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	WELLS FARGO BANK, NATIONAL ASSOCIATION, AS ADMINISTRATIVE AGENT	
<b>Street Address:</b>	550 SOUTH TRYON STREET, 12TH FLOOR	
<b>City:</b>	CHARLOTTE	
<b>State/Country:</b>	NORTH CAROLINA	
<b>Postal Code:</b>	28202	
<b>PROPERTY NUMBERS Total: 17</b>		
<b>Property Type</b>	<b>Number</b>	
Patent Number:	10186100	
Patent Number:	10268804	
Patent Number:	9875461	
Patent Number:	9976801	
Application Number:	15653195	
Application Number:	15693276	
Patent Number:	10262490	
Patent Number:	10251816	
Patent Number:	10327996	
Application Number:	15729353	
Application Number:	15816775	
Application Number:	15840253	
Application Number:	16216813	
Application Number:	16232739	
Application Number:	16297302	
Application Number:	15884073	
Application Number:	16129579	
<b>CORRESPONDENCE DATA</b>		
<b>Fax Number:</b>	(213)891-8763	

PATENT

***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.***

**Email:** rhonda.deleon@lw.com  
**Correspondent Name:** LATHAM & WATKINS LLP  
**Address Line 1:** 355 SOUTH GRAND AVENUE  
**Address Line 4:** LOS ANGELES, CALIFORNIA 90071-1560

<b>ATTORNEY DOCKET NUMBER:</b>	049275-0108
<b>NAME OF SUBMITTER:</b>	RHONDA DELEON
<b>SIGNATURE:</b>	/Rhonda DeLeon/
<b>DATE SIGNED:</b>	11/18/2019

**Total Attachments: 4**

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source=OmniceIl - Patent Security Agreement (OmniceIl) - Executed#page2.tif  
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**GRANT OF PATENT SECURITY INTEREST**

**November 15, 2019**

**WHEREAS**, Omnicell, 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 Patent Collateral (as defined below); and

**WHEREAS**, the Grantor entered into a Credit Agreement, dated as of January 5, 2016 (as amended prior to the date hereof, the “Existing 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 (in such capacity, the “Administrative Agent”) pursuant to which Lenders made certain commitments, subject to the terms and conditions set forth in the Existing Credit Agreement, to extend certain credit facilities to the Borrower; and

**WHEREAS**, the Grantor, the Lenders from time to time party thereto, the Administrative Agent, and the other parties party thereto have entered into that certain Amended and Restated Credit Agreement, dated as of November 15, 2019 (the “Amended and Restated Credit Agreement”; capitalized terms used herein but not defined herein shall have the meanings assigned to such terms in the Amended and Restated Credit Agreement), in order to amend and restate the Existing Credit Agreement in its entirety in order to extend certain credit facilities to the Grantor; 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 Amended and Restated Credit Agreement) or Secured Hedge Agreements (as defined in the Amended and Restated Credit Agreement) in accordance with the terms of the Amended and Restated Credit Agreement; and

**WHEREAS**, as a condition precedent to the effectiveness of the Amended and Restated Credit Agreement and the consummation of the transactions contemplated thereby, the Grantor has entered into that certain Reaffirmation Agreement, dated as of November 15, 2019 (the “Reaffirmation Agreement”), with the Administrative Agent and certain other parties party thereto, in order to reaffirm its obligations (including the liens and security interests granted) under certain Loan Documents and Security Documents, including but not limited to that certain Collateral Agreement, dated as of January 5, 2016 (as amended by the First Amendment to Credit Agreement and Collateral Agreement and the Reaffirmation Agreement and as further amended, restated, supplemented or otherwise modified from time to time, the “Collateral Agreement”), by and among the Grantor, the Administrative Agent and the other grantors party thereto; and

**WHEREAS**, pursuant to the terms of the Collateral Agreement, the Grantor has created in favor of the Administrative Agent, for the benefit of the Secured Parties, a security interest in, and the Administrative Agent has become a secured creditor with respect to, the Patent 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, for the benefit of the Secured Parties, 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 "Patent Collateral"):

(i) all rights, title and interest (including rights acquired pursuant to a license or otherwise) in and to all patents and patent applications and rights and interests in patents and patent applications under any domestic or foreign law that are presently, or in the future may be, owned or held by the Grantor and all patents and patent applications and rights, title and interests in patents and patent applications under any domestic or foreign law that are presently, or in the future may be, owned by the Grantor in whole or in part (including, without limitation, the patents and patent applications set forth on Schedule A annexed hereto), all rights (but not obligations) corresponding thereto to sue for past, present and future infringements and all re-issues, divisions, continuations, renewals, extensions and continuations-in-part thereof; and

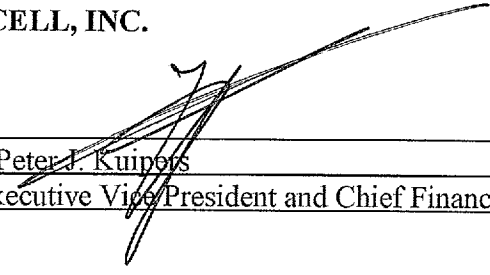
(ii) all proceeds, products, rents and profits of or from any and all of the foregoing Patent Collateral and, to the extent not otherwise included, all payments under insurance (whether or not the Administrative Agent is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Patent Collateral. For purposes of this Grant of Patent Security Interest, the term "proceeds" includes whatever is receivable or received when Patent Collateral or proceeds are sold, licensed, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.

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 Patent 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.

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**IN WITNESS WHEREOF**, the Grantor has caused this Grant of Patent Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of the day and year first written above.

**OMNICELL, INC.**

By:   
Name: Peter J. Kuiperts  
Title: Executive Vice President and Chief Financial Officer

[Signature Page to Grant of Patent Security Interest]

**PATENT**  
**REEL: 051048 FRAME: 0860**

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

**Issued Patents and Patent Applications**

Title	Application No.	(Publication No.)
	Application Date	Patent No. Issue Date
Relay box	15019802 02/09/2016	10186100 01/22/2019
Medication dispensing cabinet systems and methods	15070944 03/15/2016	10268804 04/23/2019
Storage cabinet with multiple RFID readers	15090023 04/04/2016	9875461 01/23/2018
Computer controlled and monitored medical storage system	15381384 12/16/2016	9976801 05/22/2018
Facility-Wide Medication Management Systems	15653195 07/18/2017	(20170316374)
Unit Dose Dispensing Mechanisms	15693276 08/31/2017	(20190060175)
Unit dose dispensing systems and methods	15726707 10/06/2017	10262490 04/16/2019
Unit dose dispensing mechanisms	15729339 10/10/2017	10251816 04/09/2019
Unit dose dispensing mechanisms	15729355 10/10/2017	10327996 06/25/2019
Unit Dose Dispensing Mechanisms	15729353 10/10/2017	(20190062038)
Dispensing System With Temperature Controlled Drawers	15816775 11/17/2017	(20190154329)
Storage Cabinet With Multiple Rfid Readers	15840253 12/13/2017	(20180101816)
Relay Box	16216813 12/11/2018	(20190122473)
Unit Dose Dispensing Systems And Methods	16232739 12/26/2018	(20190130692)
Medication Dispensing Cabinet Systems And Methods	16297302 03/08/2019	(20190206541)
Relay Tray	15884073 1/30/2018	(20190231644)
Temperature Controlled Dispense Drawer	16129579 9/12/2018	