

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM368256

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Wells Fargo Bank, National Association, as Administrative Agent		01/05/2016	National Association: UNITED STATES

RECEIVING PARTY DATA

Name:	Omnicell, Inc.
Street Address:	590 E. Middlefield Road
City:	Mountain View
State/Country:	CALIFORNIA
Postal Code:	94043
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 20

Property Type	Number	Word Mark
Registration Number:	3121373	SAFETYMED
Registration Number:	3230409	SAFETYSTOCK
Registration Number:	4332161	SINGLEPOINTE
Registration Number:	4321271	SINGLEPOINTE
Registration Number:	2021871	OMNISUPPLIER
Registration Number:	1991385	OMNICELL
Registration Number:	2031744	OMNICENTER
Registration Number:	2213408	OMNIRX
Registration Number:	2229526	OMNIRX
Registration Number:	2578534	OMNICELL
Registration Number:	2687026	OMNICELL
Registration Number:	2705051	OMNICELL
Registration Number:	2692372	OMNICELL
Registration Number:	2718390	OMNICELL
Registration Number:	3099963	LIBERTY
Registration Number:	3280877	RIO
Registration Number:	3280880	RIO

OP \$515.00 3121373

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	3280371	SAFETYPAK
Registration Number:	1747748	SURE-MED
Registration Number:	4851663	SUREMED

CORRESPONDENCE DATA

Fax Number: 7147558290

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.

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 (OMNICELL)

NAME OF SUBMITTER: Anna T Kwan

SIGNATURE: /atk/

DATE SIGNED: 01/06/2016

Total Attachments: 5

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RELEASE OF SECURITY INTEREST IN TRADEMARKS

This RELEASE (this "Trademark Release") is made as of January 5, 2016 from Wells Fargo Bank, National Association, as Administrative Agent for the Lenders (in such capacity, the "Administrative Agent"), for the Beneficiaries (as defined in the Credit Agreement referred to below) to Omnicell, Inc. (the "Grantor"). Unless otherwise defined herein, terms defined in the Credit Agreement and used herein have the meaning given to them in the Credit Agreement.

WHEREAS, Omnicell, Inc. entered into that certain Credit Agreement dated as of September 25, 2013, and Supplemented on April 28, 2014 (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") in favor of Wells Fargo Bank, National Association, as Administrative Agent for the Lenders;

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, 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 and the Administrative Agent, Grantor created in favor of the Administrative Agent a security interest in, and the Administrative Agent became a secured creditor with respect to, the Trademark Collateral;

WHEREAS, in connection with the Collateral Agreement, the Grantor executed that certain Trademark Security Agreement dated September 25, 2013 (as the same may be or may have been amended, restated or amended and restated, supplemented or otherwise modified from time to time, the "Grant of the Trademark Security Interest") pursuant to which the Grantor granted to the Administrative Agent, for the benefit of the Lenders, a security interest in (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 (the "Trademark Collateral");

WHEREAS, the Trademark Security Agreement was recorded in the U.S. Patent and Trademark Office on September 27, 2013 at Reel/Frame No. 5118/0894 in favor of the Administrative Agent;

WHEREAS, the Trademark Security Agreement was recorded in the U.S. Patent and Trademark Office on April 30, 2014 at Reel/Frame No. 5271/0327 in favor of the Administrative Agent;


WHEREAS, the Administrative Agent now desires to terminate, release and reassign the entirety of any security interest it may have in the Trademark Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Security Agent hereby terminates, cancels, releases, discharges, and reassigns to Grantor, any security interest it may have in the Trademark Collateral. The Security Agent agrees, at the Borrower's expense, to cooperate with, and to provide the Borrowers, their successors, assigns or other legal representatives with, the information and additional authorization necessary to effect the release of any security interest it may have in the Trademark Collateral.

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IN WITNESS WHEREOF, the undersigned has executed this Trademark Release by its duly authorized officer as of the date first above written.

WELLS FARGO BANK,
NATIONAL ASSOCIATION,
as Administrative Agent

By: 
Name: *Ray Aguilera*
Title: *VP/Relationship Manager*

**SCHEDULE A
TRADEMARK COLLATERAL**

Reel/Frame 5118/0894

Trademark	App. No. App. Date	Reg. No. Reg. Date	Status
SAFETYMED	78203452 15-JAN-2003	3121373 25-JUL-2006	Registered
SAFETYSTOCK	78203463 15-JAN-2003	3230409 17-APR-2007	Registered
SINGLEPOINTE	77341462 30-NOV-2007	4332161 07-MAY-2013	Registered
SINGLEPOINTE	77341475 30-NOV-2007	4321271 16-APR-2013	Registered
OMNISUPPLIER	74723504 31-AUG-1995	2021871 10-DEC-1996	Renewed in 2006
OMNICELL	74723289 31-AUG-1995	1991385 06-AUG-1996	Renewed in 2006
OMNICENTER	74723451 31-AUG-1995	2031744 21-JAN-1997	Renewed in 2007
OMNIRX	75268259 02-APR-1997	2213408 22-DEC-1998	Renewed in 2008
OMNIRX	75268245 02-APR-1997	2229526 02-MAR-1999	Renewed in 2009
OMNICELL	76310240 07-SEP-2001	2578534 11-JUN-2002	Renewed in 2012
OMNICELL 	76001090 15-MAR-2000	2687026 11-FEB-2003	Renewed in 2013
OMNICELL 	76002220 15-MAR-2000	2705051 08-APR-2003	Renewed in 2013
OMNICELL	76310241 07-SEP-2001	2692372 04-MAR-2003	Renewed in 2013
OMNICELL 	76001103 15-MAR-2000	2718390 27-MAY-2003	Renewed in 2013
LIBERTY	78380337 08-MAR-2004	3099963 06-JUN-2006	Cancelled
RIO	78797238 23-JAN-2006	3280877 14-AU-1007	Cancelled
RIO Logo 	78800214 26-JAN-2006	3280880 14-AUG-2007	Cancelled
SAFETYPAK	78203468 15-JAN-2003	3280371 14-AUG-2007	Cancelled
SURE-MED	74178110 20-JUN-1991	1747748 19-JAN-1993	Cancelled

Reel/Frame 5271/0327

Trademark	App. No. App. Date	Reg. No. Reg. Date	Status
SAFETYMED	78203452 15-JAN-2003	3121373 25-JUL-2006	Registered
SUREMED	85971358 27-JUN-2013	4851663 10-NOV-2015	Registered