

**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  |
| Option Care, Inc.     |                   | 05/05/2006     | CORPORATION: |

|                      |                                   |
|----------------------|-----------------------------------|
| RECEIVING PARTY DATA |                                   |
| Name:                | LaSalle Bank National Association |
| Street Address:      | 135 South LaSalle                 |
| City:                | Chicago                           |
| State/Country:       | ILLINOIS                          |
| Postal Code:         | 60603                             |
| Entity Type:         | Administrative Agent:             |

PROPERTY NUMBERS Total: 36

| Property Type        | Number  | Word Mark              |
|----------------------|---------|------------------------|
| Registration Number: | 2179767 | ADDISON                |
| Registration Number: | 2348785 | ADDISON                |
| Registration Number: | 2348784 | ADDISON ASTHMA PROGRAM |
| Registration Number: | 2779575 | COMPLYER FLYER PROGRAM |
| Registration Number: | 2391303 | EMMY                   |
| Registration Number: | 2395290 | EMMY                   |
| Registration Number: | 2382812 | EMMY SAMSON            |
| Registration Number: | 2385234 | EMMY SAMSON            |
| Registration Number: | 3041542 | FACTOR APE             |
| Registration Number: | 3051573 | HEMOPHILIA OPTIONS     |
| Registration Number: | 2972844 | I-EMPHSYS              |
| Registration Number: | 2221698 | JEOP-BIRD-DY           |
| Registration Number: | 2422812 |                        |
| Registration Number: | 2221697 |                        |

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|                      |          |                              |
|----------------------|----------|------------------------------|
| Registration Number: | 2391302  |                              |
| Registration Number: | 2329602  |                              |
| Registration Number: | 1562796  | O.P.T.I.O.N. CARE            |
| Registration Number: | 1331421  | OPTION CARE                  |
| Registration Number: | 2947872  | OPTION CARE                  |
| Registration Number: | 2265209  | OPTION ONE                   |
| Registration Number: | 1804925  | OPTIONCARE                   |
| Registration Number: | 2449862  | OPTIONCARE.COM               |
| Registration Number: | 1604898  | OPTIONET                     |
| Registration Number: | 2939933  | OPTIONET                     |
| Registration Number: | 2576648  | OPTIONMED                    |
| Serial Number:       | 78535156 | SALIENT HEALTH CARE          |
| Registration Number: | 2221696  | SAMSON                       |
| Registration Number: | 2343458  | SAMSON                       |
| Registration Number: | 2343460  | SAMSON                       |
| Registration Number: | 2343457  | SAMSON                       |
| Registration Number: | 2221694  | SAMSON                       |
| Registration Number: | 2221699  | SOAR TO NEW HEIGHTS          |
| Registration Number: | 2382811  | SOAR TO NEW HEIGHTS          |
| Registration Number: | 2521409  | THE BEST OPTION              |
| Registration Number: | 2548601  | THE BEST OPTION              |
| Registration Number: | 1562797  | WE HAVE THE SOLUTION FOR YOU |

**CORRESPONDENCE DATA**

Fax Number: (312)832-4700  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 312-832-4552  
Email: delder@foley.com  
Correspondent Name: Diane G. Elder  
Address Line 1: 321 North Clark Street  
Address Line 2: Suite 2900  
Address Line 4: Chicago, ILLINOIS 60610

|                         |                                 |
|-------------------------|---------------------------------|
| ATTORNEY DOCKET NUMBER: | 056920-0114                     |
| NAME OF SUBMITTER:      | Diane G. Elder                  |
| Signature:              | /Diane Grace Elder;/dge;/61590/ |

Date:

05/09/2006

**Total Attachments: 9**

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## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of May 5, 2006, by OPTION CARE, INC., a Delaware corporation (the "Grantor"), in favor of LASALLE BANK NATIONAL ASSOCIATION, in its capacity as administrative agent for the Lenders (in such capacity, the "Administrative Agent").

### RECITALS

A. The Grantor and/or its affiliates have entered into a Credit Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") with various financial institutions and the Administrative Agent, pursuant to which such financial institutions have agreed to make loans to, and issue or participate in letters of credit for the account of, Grantor and/or its affiliates.

B. The Grantor has entered into a Guaranty and Collateral Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Collateral Agreement") with the Administrative Agent pursuant to which certain obligations owed to the Lenders are secured.

C. Pursuant to the Guaranty and Collateral Agreement, the Grantor is required to execute and deliver to the Administrative Agent, for the ratable benefit of the Lenders, this Agreement.

D. Pursuant to the terms of the Guaranty and Collateral Agreement, Grantor has granted to the Administrative Agent, for the benefit of the Lenders, a security interest in substantially all the assets of the Grantor, including all right, title and interest of the Grantor in, to and under all now owned and hereafter acquired trademarks, trademark registrations, trademark applications, trade names, brands, names, logos, designs, trade dress and designations of origin owned by or on behalf of the Grantor, and trademark licenses, including but not limited to those referred to in Schedule 1 annexed hereto, and all products and proceeds thereof, to secure the payment of all amounts owing by the Grantor under the Credit Agreement.

In consideration of the mutual agreements set forth herein and in the Credit Agreement, the Grantor does hereby grant to the Agent, for the benefit of the Lenders, a continuing security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired:

- (1) each trademark, trademark registration and trademark application, trade name, brand, name, logo, design, trade dress and designation of origin owned by or on behalf of the Grantor, including, without limitation, each trademark, trademark registration and trademark application referred to in Schedule 1 annexed hereto, and all goodwill associated therewith;
- (2) each trademark license, including, without limitation, each trademark license listed on Schedule 1 annexed hereto;

- (3) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement of any trademark, including, without limitation, any trademark referred to in Schedule 1 annexed hereto, any trademark issued pursuant to a trademark application referred to in Schedule 1 and any trademark licensed under any trademark license listed on Schedule 1 annexed hereto (items 1 through 3 being herein collectively referred to as the "Trademark Collateral");

This security interest is granted in conjunction with the security interests granted to the Administrative Agent pursuant to the Guaranty and Collateral Agreement and subject to limitations set forth therein. The Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Credit Agreement and Guaranty and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. Capitalized terms used but not defined herein have the respective meanings ascribed thereto in the Guaranty and Collateral Agreement.

Upon Payment in Full, the Administrative Agent shall promptly execute, deliver and/or file any and all releases reasonably requested by Grantor as may be necessary to release the security interests created by this Agreement.

[signature page follows]

The Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

OPTION CARE, INC.

By: *J. Peracchi*  
Title: *Secretary*

Acknowledged:

LASALLE BANK NATIONAL ASSOCIATION,  
as Administrative Agent

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

*Signature Page to Trademark Security  
Agreement*

STATE OF ILLINOIS )  
 ) SS  
COUNTY OF DUPAGE )

On this 24<sup>th</sup> day of APRIL, 2006 before me personally appeared the person whose signature is set forth above, to me known, who, being duly sworn, did depose and say that he is the above-indicated officer of the Grantor, and which executed the above instrument; and that he signed his name thereto by authority of the board of directors or similar governing of said entity.

  
Notary Public



The Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

OPTION CARE, INC.

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

Acknowledged:

LASALLE BANK NATIONAL ASSOCIATION,  
as Administrative Agent

By: *Regaldine M. Ludwig*  
Title: *Senior Vice President*

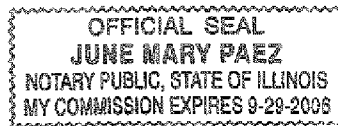
*Signature Page to Trademark Security  
Agreement*



STATE OF ILLINOIS )  
 ) ss  
COUNTY OF Putnam )

On this 24<sup>th</sup> day of April, 2006 before me personally appeared the person whose signature is set forth above, to me known, who, being duly sworn, did depose and say that he is the above-indicated officer of the Grantor, and which executed the above instrument; and that he signed his name thereto by authority of the board of directors or similar governing of said entity.

  
Notary Public



**SCHEDULE 1**

To

**TRADEMARK SECURITY AGREEMENT**

| Trademark              | Application or Registration No. | Date of Application or Registration |
|------------------------|---------------------------------|-------------------------------------|
| OPTION CARE            | 47596                           | 3.25.97 (State of CA Trademark)     |
| OPTION ONE             | 47502                           | 3.7.97 (State of CA Trademark)      |
| ADDISON                | 2,179,767                       |                                     |
| ADDISON                | 2,348,785                       |                                     |
| ADDISON                | 2,348,784                       |                                     |
| ASTHMA PROGRAM         |                                 |                                     |
| COMPLYER FLYER PROGRAM | 2,779,575                       | 11.4.03                             |
| EMMY                   | 2,391,303                       | 10.3.00                             |
| EMMY & Design          | 2,395,290                       | 10.17.00                            |
| EMMY SAMSON            | 2,382,812                       | 9.5.00                              |
| EMMY SAMSON & Design   | 2,385,234                       | 9.12.00                             |
| FACTOR APE & Design    | 3,041,542                       | 10.18.05                            |
| HEMOPHILIA             | 3,051,573                       | 1.24.06                             |
| OPTIONS                |                                 |                                     |
| I-EMPHSYS & Design     | 2,972,844                       | 7.19.05                             |
| JEOP-BIRD-DY           | 2,221,698                       | 2.2.99                              |
| Miscellaneous          | 2,422,812                       | 1.23.01                             |
| Design (bird)          |                                 |                                     |
| Miscellaneous          | 2,221,697                       | 2.2.99                              |
| Design (bird)          |                                 |                                     |
| Miscellaneous          | 2,391,302                       | 10.3.00                             |
| Design (footprint)     |                                 |                                     |
| Miscellaneous          | 2,329,602                       | 3.14.00                             |
| Design (stylized O)    |                                 |                                     |

**SCHEDULE 1**

To

**TRADEMARK SECURITY AGREEMENT**

| Trademark                          | Application or Registration No. | Date of Application or Registration |
|------------------------------------|---------------------------------|-------------------------------------|
| O.P.T.I.O.N.<br>CARE               | 1,562,796                       |                                     |
| OPTION CARE                        | 1,331,421                       | 4.16.85                             |
| OPTION CARE                        | 2,947,872                       |                                     |
| OPTION ONE                         | 2,265,209                       |                                     |
| OPTIONCARE &<br>Design             | 1,804,925                       | 11.16.93                            |
| OPTIONCARE.C<br>OM                 | 2,449,862                       | 5.8.01                              |
| OPTIONET                           | 1,604,898                       | 7.3.90                              |
| OPTIONET &<br>Design               | 2,939,933                       | 4.12.05                             |
| OPTIONMED                          | 2,576,648                       | 6.4.02                              |
| SALIENT<br>HEALTH CARE<br>& Design | 78/535,156                      | 1.24.06                             |
| SAMSON                             | 2,221,696                       | 2.2.99                              |
| SAMSON                             | 2,343,458                       | 4.18.00                             |
| SAMSON &<br>Design                 | 2,343,460                       |                                     |
| SAMSON &<br>Design                 | 2,343,457                       | 4.18.00                             |
| SAMSON &<br>Design                 | 2,221,694                       | 2.2.99                              |
| SOAR TO NEW<br>HEIGHTS             | 2,221,699                       | 2.2.99                              |
| SOAR TO NEW<br>HEIGHTS             | 2,382,811                       | 9.5.00                              |
| THE BEST<br>OPTION                 | 2,521,409                       | 12.18.01                            |
| THE BEST<br>OPTION                 | 2,548,601                       | 3.12.02                             |
| WE HAVE THE                        | 1,562,797                       | 10.24.89                            |

**SCHEDULE 1**

To

**TRADEMARK SECURITY AGREEMENT**

| Trademark        | Application or Registration No. | Date of Application or Registration |
|------------------|---------------------------------|-------------------------------------|
| SOLUTION FOR YOU |                                 |                                     |