

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
Infusion Solutions, Inc.		03/14/2007	CORPORATION: NEW HAMPSHIRE
RECEIVING PARTY DATA			
Name:	Blackstone Corporate Debt Administration L.L.C.		
Street Address:	345 Park Avenue		
Internal Address:	29th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10154		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2947597	INFUSION SOLUTIONS, INC.	
CORRESPONDENCE DATA			
Fax Number:	(212)969-2900		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(212) 969-3000		
Email:	trademark@proskauer.com		
Correspondent Name:	Jenifer deWolf Paine		
Address Line 1:	Proskauer Rose LLP		
Address Line 2:	1585 Broadway		
Address Line 4:	New York, NEW YORK 10036-8299		
ATTORNEY DOCKET NUMBER:	40767-015 (BLACKSTONE)		
NAME OF SUBMITTER:	Jenifer deWolf Paine		
Signature:	/Jenifer deWolf Paine/		

CH \$40.00 2947597

Date:

03/14/2007

Total Attachments: 4

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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this "Trademark Security Agreement"), dated as of March 14, 2007, by Infusion Solutions, Inc., a New Hampshire corporation (the "Pledgor"), in favor of Blackstone Corporate Debt Administration L.L.C., in its capacity as Collateral Agent pursuant to that certain Second Lien Term Loan Agreement, dated as of January 8, 2007 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement") (in such capacity, the "Collateral Agent").

W I T N E S S E T H:

WHEREAS, the Pledgor is party to a Security Agreement of even date with the Credit Agreement (the "Security Agreement") in favor of the Collateral Agent pursuant to which the Pledgor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the ratable benefit of the Secured Parties, to enter into the Credit Agreement, the Pledgor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Pledgor hereby pledges and grants to the Collateral Agent for the ratable benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of the Pledgor (collectively, the "Trademark Collateral"):

- (a) Trademarks of the Pledgor listed on Schedule 1 attached hereto;
- (b) all Goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing (other than Excluded Property).

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement, and the Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Collateral Agent shall otherwise determine.

SECTION 4. Termination. Upon the full payment and performance of the Secured Obligations, upon written request of the Borrower, the Collateral Agent shall execute, acknowledge, and deliver to the Pledgor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

INFUSION SOLUTIONS, INC.

By: Mary Jane Graves
Name: Mary Jane Graves
Title: Chief Financial Officer and Vice President

Accepted and Agreed:

BLACKSTONE CORPORATE DEBT ADMINISTRATION L.L.C.,
as Collateral Agent

By: _____
Name:
Title:

Second Lien Trademark Security Agreement Signature Page

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IN WITNESS WHEREOF, the Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

INFUSION SOLUTIONS, INC.

By: _____
Name: Mary Jane Graves
Title: Chief Financial Officer and Vice President

Accepted and Agreed:

BLACKSTONE CORPORATE DEBT ADMINISTRATION L.L.C.,
as Collateral Agent

By: 
Name: Howard Gellis
Title: Authorized Signer

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SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND APPLICATIONS

Trademark Registrations:

OWNER	REGISTRATION NUMBER	TITLE
Infusion Solutions, Inc.	2,947,597	"Infusion Solutions, Inc."
Infusion Solutions, Inc.	MA - 59757	"Infusion Solutions"
Infusion Solutions, Inc.	MA - 63444	"Infusion Care Systems"
Infusion Solutions, Inc.	NH - 298462	"Infinity Infusion Care"

Trademark Applications:

None.

OWNER	APPLICATION NUMBER	TITLE