

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
InfuScience, Inc.		04/27/2007	CORPORATION: DELAWARE
Infusal Partners		04/27/2007	PARTNERSHIP: FLORIDA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CIT Healthcare LLC, As Administrative Agent		
<b>Street Address:</b>	305 Fellowship Road		
<b>Internal Address:</b>	#300		
<b>City:</b>	Mount Laurel		
<b>State/Country:</b>	NEW JERSEY		
<b>Postal Code:</b>	08054		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	78949468	INFUSCIENCE	
<b>Serial Number:</b>	78905636	INFUSAL	
<b>Registration Number:</b>	2511903	I	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(615)244-6804		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	615-850-8741		
<b>Email:</b>	rfelber@wallerlaw.com		
<b>Correspondent Name:</b>	Robert P. Felber, Jr.		
<b>Address Line 1:</b>	511 Union Street		
<b>Address Line 2:</b>	Suite 2700		
<b>Address Line 4:</b>	Nashville, TENNESSEE 37219		
<b>ATTORNEY DOCKET NUMBER:</b>	015693.70980 INFUSCIENCE		

OP \$90.00 78949468

NAME OF SUBMITTER:	Robert P. Felber, Jr.
Signature:	/Robert P. Felber, Jr./
Date:	04/27/2007
Total Attachments: 3 source=Trademark security agreement#page1.tif source=Trademark security agreement#page2.tif source=Trademark security agreement#page3.tif	

## TRADEMARK SECURITY AGREEMENT

**WHEREAS**, InfuScience, Inc. and Infusal Partners (each herein referred to as "Grantor"), has adopted, used and is using the trademarks listed on the annexed Schedule 1 annexed hereto as part hereof, which trademarks are registered in the United States Patent and Trademark Office (the "Trademarks");

**WHEREAS**, each Grantor is obligated to CIT Healthcare LLC, as administrative agent (referred to herein as the "Grantee") and the other Lenders as defined in the Loan and Security Agreement dated as of April 27, 2007 (the "Loan Agreement") among Grantor, the other Borrowers named therein and the Grantee for the payment and performance of the Obligations (as defined in the Loan Agreement); and

**WHEREAS**, pursuant to the Loan Agreement, each Grantor has granted to Grantee a security interest in all right, title and interest of Grantor in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof (the "Collateral"), to secure the payment, performance and observance of the Obligations;


**NOW, THEREFORE**, for good and valuable consideration, receipt of which is hereby acknowledged, Grantor does hereby further grant to Grantee a security interest in the Collateral to secure the prompt payment, performance and observance of the Obligations.

Grantor does hereby further acknowledge and affirm that the rights and remedies of Grantee with respect to the assignment of, security interest in the Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.


Grantee's address is 305 Fellowship Road, #300 Mount Laurel, New Jersey 08054.

IN WITNESS WHEREOF, Grantor has caused this Security Agreement to be duly executed by its officer thereunto duly authorized as of the 27<sup>th</sup> day of April, 2007.

**INFUSCIENCE, INC.**

By:   
Name: Thomas Komula  
Title: Chief Financial Officer

**INFUSAL PARTNERS**

By:   
Name: Thomas Komula  
Title: Chief Financial Officer

**SCHEDULE 1 TO SECURITY AGREEMENT**

**TRADEMARKS**

<u>No.</u>	<u>Grantor</u>	<u>Trademark</u>	<u>Serial Number/Registration Number</u>
1.	InfuScience, Inc.	INFUSCIENCE	Serial Number 78949468
2.	Infusal Partners	"I" (Service Mark)	Registration Number 2,511,903
3.	Infusal Partners	INFUSAL	Serial Number 78/905636