

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		RELEASE BY SECURED PARTY	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Infusion Partners, LLC	FORMERLY Infusion Partners, Inc.	03/25/2010	LIMITED LIABILITY COMPANY: OHIO
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:	2435590	INFUSION PARTNERS	
CORRESPONDENCE DATA			
Fax Number:	(617)526-9899		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	617-526-9600		
Email:	jmgomez@proskauer.com		
Correspondent Name:	Proskauer Rose LLP		
Address Line 1:	One International Place		
Address Line 4:	Boston, MASSACHUSETTS 02110		
NAME OF SUBMITTER:	Scott K. Witonsky		
Signature:	/Scott K. Witonsky/		
Date:	03/30/2010		

CH \$40.00 2435590

Total Attachments: 10

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RELEASE OF SECURITY INTEREST

This RELEASE OF SECURITY INTEREST (this "Release"), dated as of March 25, 2010, is made between Infusion Partners, LLC (formerly known as Infusion Partners, Inc.), an Ohio limited liability company (the "Trademark Owner"), and Blackstone Corporate Debt Administration L.L.C., as agent (the "Collateral Agent") for itself and certain other lenders (the "Lenders") under that certain Second Lien Term Loan Agreement, dated as of January 8, 2007 (as amended, restated, waived supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Trademark Owner, Critical Homecare Solutions, Inc, a Delaware corporation (the "Borrower"), Critical Homecare Solutions Holdings, Inc. (formerly known as KCHS Holdings, Inc.), a Delaware corporation, the Subsidiary Guarantors from time to time party thereto, the Lenders from time to time party thereto, Jefferies Finance LLC, as lead arranger, documentation agent and as book manager, Blackstone Corporate Debt Administration L.L.C., as administrative agent for the Lenders and as collateral agent for the Secured Parties, and Jefferies & Company, Inc., as syndication agent.

WHEREAS, in connection with the Credit Agreement, the Borrower, certain of its affiliates (including the Trademark Owner) and the Collateral Agent entered into that certain security agreement, dated as of January 8, 2007 (as amended, restated, waived, supplemented or otherwise modified from time to time, the "Security Agreement"), pursuant to which the Borrower and certain of its affiliates (including the Trademark Owner) granted to the Collateral Agent a security interest in all Intellectual Property Collateral, including the Trademarks.

WHEREAS, the Trademark Owner executed and delivered that certain trademark security agreement, dated as of January 8, 2007 (a copy of which is attached hereto as Exhibit A) (as amended, restated, waived, supplemented or otherwise modified from time to time, the "Trademark Security Agreement" and, together with the Credit Agreement and the Security Agreement, the "Loan Documents") for the purpose of recording the grant of security interest in the Trademarks with the United States Patent and Trademark Office (the "USPTO").

WHEREAS, the Borrower, certain of its affiliates (including the Trademark Owner) and the Collateral Agent, for the benefit of itself and the Secured Parties, wish to release the Trademark Owner's grant of the security interest in all Intellectual Property Collateral, including the Trademarks, as provided in one or more of the Loan Documents.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Release, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Security Agreement.
2. Termination of Security Interest. The Collateral Agent, on its own behalf and on behalf of the Secured Parties, hereby relinquishes, terminates, cancels and releases any and all right, title and interest it may have or have acquired through the Credit Agreement, the Security Agreement and the Trademark Security Agreement in all Intellectual Property

Collateral, including the Trademarks, the applications and registrations therefor and the goodwill associated therewith (including, without limitation, those Trademarks listed on Schedule A hereto). Without limiting the generality of the foregoing, the Collateral Agent releases any security interest it may have in the Trademarks by virtue of the Security Agreement recorded with the USPTO on January 9, 2007, at Reel No. 3457, Frame No. 0335.

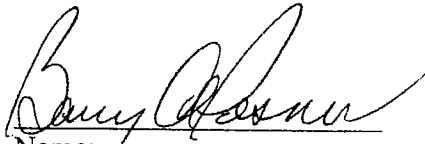
3. Recordation. The parties hereto shall cause this Release to be filed with the USPTO for the purpose of recording the release of the Collateral Agent's security interest in all Trademarks, including, without limitation, those Trademarks listed on Schedule A hereto.
4. Acknowledgement. The Trademark Owner hereby acknowledges that this Release applies only to the security interest granted in all Intellectual Property Collateral, including Trademarks, provided in one or more of the Loan Documents
5. Further Assurances. The Collateral Agent shall execute such Uniform Commercial Code termination statements as the Trademark Owner may reasonably request in order to terminate any security interest the Collateral Agent may have in and to the Intellectual Property Collateral, including the Trademarks, and to execute such other documents and instruments, and take other such actions (at the expense of the Trademark Owner) as the Trademark Owner may reasonably request to evidence this Release.
6. Counterparts. This Release may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original. Delivery of an executed counterpart of a signature page to this Release by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Release.
7. Governing Law. This Release shall be deemed to be a contract made under and governed by the laws of the state of New York without giving effect to the principles of conflict of laws that would apply the laws of another jurisdiction.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, each of the parties hereto has caused this Release to be duly executed and delivered by its respective officers thereunto duly authorized as of the date first above written.

TRADEMARK OWNER

INFUSION PARTNERS, LLC (formerly known as Infusion Partners, Inc.)

By: 
Name: **Barry A. Posner**
Title: **EVP and General Counsel**

COLLATERAL AGENT

BLACKSTONE CORPORATE DEBT ADMINISTRATION L.L.C., as collateral agent under the Credit Agreement and Security Agreement

By: _____
Name:
Title:

IN WITNESS WHEREOF, each of the parties hereto has caused this Release to be duly executed and delivered by its respective officers thereunto duly authorized as of the date first above written.

TRADEMARK OWNER

INFUSION PARTNERS, LLC (formerly known as Infusion Partners, Inc.)

By: _____
Name:
Title:

COLLATERAL AGENT

**BLACKSTONE CORPORATE DEBT
ADMINISTRATION L.L.C.**, as Collateral Agent
under the Credit Agreement and Security Agreement

By: Blackstone Debt Advisors L.P., its Sole Member

By: BCLO Advisors L.L.C., its General Partner

By: _____
Name: **GEORGE FAN**
Title: **AUTHORIZED SIGNATORY**

EXHIBIT A

Trademark Security Agreement

TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this "Trademark Security Agreement"), dated as of January 8, 2007, by Infusion Partners, Inc., an Ohio 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) the Trademark of the Pledgor listed on Schedule 1 attached hereto;
- (b) all Goodwill associated with such Trademark; 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 Trademark 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 offer as of the date first set forth above.

INFUSION PARTNERS, INC.

By: _____
Name:
Title:

Accepted and Agreed:

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

By:

Name:
Title:

SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND APPLICATIONS

Trademark Registrations:

OWNER	REGISTRATION NUMBER	TITLE
Infusion Partners, Inc.	2,435,590	"Infusion Partners"

Trademark Applications:

OWNER	APPLICATION NUMBER	TITLE

SCHEDULE A

TRADEMARK REGISTRATIONS AND APPLICATIONS

Trademark Registrations:

OWNER	REGISTRATION NUMBER	TITLE
Infusion Partners, Inc.	2,435,590	Infusion Partners