### 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 Solutions, Inc.		103/25/2010 I	CORPORATION: NEW HAMPSHIRE

### **RECEIVING PARTY DATA**

Name:	Jefferies Finance LLC	
Street Address:	520 Madison Ave	
City:	New York	
State/Country:	NEW YORK	
Postal Code:	10022	
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: (617)526-9899

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

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:	04/12/2010

Total Attachments: 5

source=Trademark Release (2947597) - First Lien#page1.tif source=Trademark Release (2947597) - First Lien#page2.tif source=Trademark Release (2947597) - First Lien#page3.tif source=Trademark Release (2947597) - First Lien#page4.tif source=Trademark Release (2947597) - First Lien#page5.tif

#### RELEASE OF SECURITY INTEREST

This RELEASE OF SECURITY INTEREST (this "Release"), dated as of March 25, 2010, is made between Infusion Solutions, Inc., a New Hampshire corporation, (the "Trademark Owner"), and Jefferies Finance LLC, as agent (the "Collateral Agent") for itself and certain other lenders (the "Lenders") under that certain amended and restated first lien credit 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, the Lenders, Jefferies Finance LLC, as lead arranger, as book manager, as administrative agent for the Lenders, and as collateral agent for the Secured Parties, Churchill Financial LLC, as syndication agent, Jefferies Finance LLC, as swingline lender for the Lenders, and GE Business Financial Services Inc. (formerly known as Merrill Lynch Business Financial Services Inc.), as documentation agent for the Lenders and as issuing bank for the Lenders.

WHEREAS, in connection with the Credit Agreement, the Borrower, certain of its affiliates 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 was joined as a Pledgor and Guarantor under the Security Agreement pursuant to that certain Joinder Agreement dated as of March 14, 2007 between Trademark Owner and the Collateral Agent.

WHEREAS, the Trademark Owner executed and delivered that certain trademark security agreement, dated as of March 14, 2007 (a copy of which is attached hereto as <a href="Exhibit A">Exhibit A</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. <u>Definitions</u>. 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.

1

- 2. <u>Termination of Security Interest</u>. 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 Loan Documents 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 <u>Schedule A</u> 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 March 14, 2007, at Reel No. 3499, Frame No. 0413.
- 3. <u>Recordation</u>. 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 <u>Schedule A</u> hereto.
- 4. <u>Acknowledgement</u>. 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. <u>Further Assurances</u>. 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. <u>Counterparts</u>. 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. <u>Governing Law</u>. 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]

2

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 SOLUTIONS, INC.

Name: Title:

## COLLATERAL AGENT

JEFFERIES FINANCE LLC, as Collateral Agent under the Credit 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 SOLUTIONS, INC.

### **COLLATERAL AGENT**

JEFFERIES FINANCE LLC, as Collateral Agent under the Credit Agreement

Name: State Cooks
Title: MA

# SCHEDULE A

# TRADEMARK REGISTRATIONS AND APPLICATIONS

Trademark Registrations:

OWNER	REGISTRATION NUMBER	TITLE
Infusion Solutions, Inc.	2,947,597	Infusion Solutions, Inc.

TRADEMARK REEL: 004184 FRAME: 0194

**RECORDED: 04/12/2010**