

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
BioScrip, Inc.		03/25/2010	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Jefferies Finance LLC
Street Address:	520 Madison Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10022
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	3506308	BIOSCRIPCARE
Registration Number:	3506138	BIOSCRIPCARE
Registration Number:	2596894	BIOSCRIP
Registration Number:	2560136	SCRIPMINE
Registration Number:	2757160	SCRIP PHARMACY
Registration Number:	2751919	ADIMA
Registration Number:	2798551	SCRIP PBM
Registration Number:	2754864	INFOSCRIP
Registration Number:	3476661	BIO SCRIP
Serial Number:	77166134	MD STAR

CORRESPONDENCE DATA

Fax Number: (617)526-9899

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

Phone: 617-526-9600

TRADEMARK

900159403

REEL: 004184 FRAME: 0298

CH \$265.00 3506308

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
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Signature:	/Scott K. Witonsky/
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Date:	04/12/2010
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Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

This trademark security agreement (this "Trademark Security Agreement"), dated as of March 25, 2010, by BioScrip, Inc., a Delaware corporation (the "Borrower"), and each Guarantor listed on Schedule 1 hereto (collectively, the "Original Guarantors," and, together with the Borrower, the "Pledgors"), in favor of Jefferies Finance LLC, in its capacity as collateral agent (in such capacity, the "Collateral Agent") pursuant to that certain credit agreement, dated as of March 25, 2010 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement").

W I T N E S S E T H:

WHEREAS, the Pledgors are 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 Pledgors are 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 Pledgors hereby agree 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. Each 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 such Pledgor (collectively, the "Trademark Collateral"):

- (a) Trademarks of such Pledgor listed on Schedule 2 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 Pledgors hereby acknowledge and affirm 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.

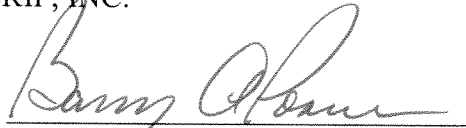
SECTION 4. Termination. Upon the full payment and performance of the Secured Obligations (other than contingent indemnification obligations that, pursuant to the provisions of the Credit Agreement or the Security Documents, survive the termination thereof), upon written request of the Borrower, the Collateral Agent shall execute, acknowledge, and deliver to the

Pledgors 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, each 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.

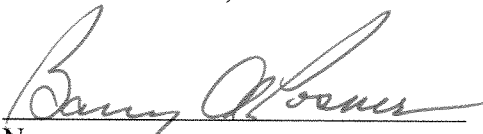
BIOSCRIP, INC.

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

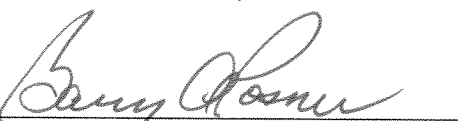
CRITICAL HOMECARE SOLUTIONS,
INC.

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


INFUSION PARTNERS, INC.

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

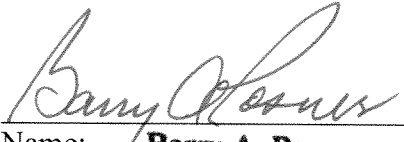
INFUSION SOLUTIONS, INC.

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

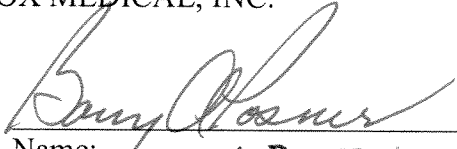
SOUTH MISSISSIPPI HOME HEALTH,
INC.

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

NEW ENGLAND HOME THERAPIES,
INC.

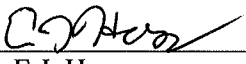
By: 
Name: **Barry A. Posner**
Title: **EVP and General Counsel**

WILCOX MEDICAL, INC.

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

Accepted and Agreed:

JEFFERIES FINANCE LLC,
as Collateral Agent

By: 
Name: E.J. Hess
Title: Managing Director

SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT


ORIGINAL GUARANTORS

<u>NAME</u>	<u>ADDRESS</u>
BioScrip, Inc.	100 Clearbrook Road Elmsford, NY 10523
Critical Homecare Solutions, Inc.	Two Tower Building One Fayette Street, Suite 150 Conshohocken, PA 19428
Infusion Partners, LLC (formerly known as Infusion Partners, Inc.)	4623 Wesley Avenue, Suite H Cincinnati, OH 45212
Infusion Solutions, Inc.	8 Technology Drive Bedford, NH 03110
South Mississippi Home Health, Inc.	108 Lundy Lane P.O. Box 16929 Hattiesburg, MS 39404
New England Home Therapies, Inc.	337 Turnpike Road Southborough, MA 06416
Wilcox Medical, Inc.	250 Stratton Road Rutland, VT 05701

SCHEDULE 2
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND APPLICATIONS

Trademark Registrations:

OWNER	REGISTRATION NUMBER	TITLE
BioScrip, Inc.	3506308	bioscripcare
BioScrip, Inc.	3506138	bioscripcare*
BioScrip, Inc.	2596894	BioScrip*
BioScrip, Inc.	2560136	scripmine
BioScrip, Inc.	2757160	Scrip Pharmacy*
BioScrip, Inc.	2751919	ADIMA*
BioScrip, Inc.	2798551	Scrip PMB*
BioScrip, Inc.	2754864	InfoScrip*
Critical Homecare Solutions, Inc.	3445736	CRITICAL HOMECARE SOLUTIONS
Critical Homecare Solutions, Inc.	3445737	CHS CRITICAL HOMECARE SOLUTIONS (and design)
Infusion Partners, LLC (formerly known as Infusion Partners, Inc.)	2435590	INFUSION PARTNERS
Infusion Solutions, Inc.	2,947,597	Infusion Solutions, Inc.
BioScrip, Inc.	3476661	BIO SCRIP
Infusion Solutions, Inc.	MA – 59757	INFUSION SOLUTIONS*
Infusion Solutions, Inc.	MA-63444	INFUSION CARE SYSTEMS*
Wilcox Medical, Inc.	VT-0154272	WILCOX HOME INFUSION*
New England Home Therapies, Inc.	NH-358193	NE-HT
South Mississippi Home Health, Inc.	N/A	DHC DEACONESS HOMECARE (and design) 

Trademark Applications:

OWNER	APPLICATION NUMBER	TITLE
BioScrip, Inc.	77166134 (Serial Number)	MD Star*
Critical Homecare Solutions, Inc.	77/012845 (Filed 10/03/06)	CHS

* Service Mark

SCHEDULE 2 to Trademark Security Agreement