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SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT
NATURE OF CONVEYANCE:	Corrective Assignment to correct the Assignor to read Blackstone Corporate Debt Administration L.L.C., and the Assignee to read Infusion Solutions, Inc. previously recorded on Reel 004184 Frame 0181. Assignor(s) hereby confirms the Assignor is Blackstone Corporate Debt Administration L.L.C., and the Assignee is Infusion Solutions, Inc

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Blackstone Corporate Debt Administration L.L.C.		103/25/2010	LIMITED LIABILITY COMPANY: DELAWARE

### **RECEIVING PARTY DATA**

Name:	Infusion Solutions, Inc.
Street Address:	8 Technology Drive
City:	Bedford
State/Country:	NEW HAMPSHIRE
Postal Code:	03110
Entity Type:	CORPORATION: NEW HAMPSHIRE

### 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/
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Date:	04/15/2010
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#### UNITED STATES PATENT AND TRADEMARK OFFICE

Under Secretary of Commerce for Intellectual Property and DIRECTOR OF THE UNITED STATES PATENT AND TRADEMARK OFFICE



\*900159385A\*

APRIL 13, 2010

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PROSKAUER ROSE LLP ONE INTERNATIONAL PLACE BOSTON, MA 02110

> UNITED STATES PATENT AND TRADEMARK OFFICE NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

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RECORDATION DATE: 04/12/2010

REEL/FRAME: 004184/0181 NUMBER OF PAGES: 7

BRIEF: RELEASE BY SECURED PARTY

ASSIGNOR:

INFUSION SOLUTIONS, INC.

DOC DATE: 03/25/2010

CITIZENSHIP: NEW HAMPSHIRE

ENTITY: CORPORATION

ASSIGNEE:

BLACKSTONE CORPORATE DEBT ADMINISTRATION L.L.C.

345 PARK AVENUE

29TH FLOOR

NEW YORK, NEW YORK 10154

CITIZENSHIP: DELAWARE

ENTITY: LIMITED LIABILITY COMPANY

APPLICATION NUMBER: 78078504 REGISTRATION NUMBER: 2947597 FILING DATE: 08/09/2001 ISSUE DATE: 05/10/2005

MARK: INFUSION SOLUTIONS, INC.

DRAWING TYPE: WORDS, LETTERS, OR NUMBERS AND DESIGN

P.O. Box 1450, Alexandria, Virginia 22313-1450 - www.uspto.eov

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TONYA LEE, EXAMINER
ASSIGNMENT SERVICES BRANCH
PUBLIC RECORDS DIVISION

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SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

RELEASE BY SECURED PARTY

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Infusion Solutions, Inc.		1103 <i>/25/2</i> 010	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:

(617)526-9899

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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

/Scott K. Witonsky/

Date:

04/12/2010

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TO: PROSKAUER ROSE LLP COMPANY: ONE INTERNATIONAL PLACE

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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 Solutions, Inc., a New Hampshire corporation, (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 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 Blackstone Corporate Debt Administration L.L.C.

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.

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- 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. 0588.
- 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. 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 SOLUTIONS, INC.

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

Ву: \_\_\_\_\_

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.

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: GEORG

Title: AUTHORIZED SIGNATORY

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# SCHEDULE A

# TRADEMARK REGISTRATIONS AND APPLICATIONS

Trademark Registrations:

The second secon	REGISTRATION NUMBER	TITLE
Infusion Solutions, Inc.	2,947,597	Infusion Solutions, Inc.

TRADEMARK REEL: 004186 FRAME: 0605

**RECORDED: 04/15/2010**