

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
Infusystem, Inc.		06/15/2010	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	Bank of America, N.A.
Street Address:	231 S. LaSalle Street
Internal Address:	IL1-231-10-41
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60697
Entity Type:	Administrative Agent: UNITED STATES

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	3719471	AMBULATORY INFUSION MADE EASY
Registration Number:	3709777	INFUSELECT
Registration Number:	3709775	INFURECOVER
Registration Number:	3709774	INFUSUPPORT
Registration Number:	3709778	INFUASSIST
Registration Number:	3709779	INFUEASE
Registration Number:	3702766	INFUADVANTAGE
Registration Number:	3624007	INFUSYSTEM
Registration Number:	3620528	INFUSYSTEM

CORRESPONDENCE DATA

Fax Number: (312)977-4405
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 3129774400

900164761

**TRADEMARK
 REEL: 004225 FRAME: 0661**

CH \$240.00 3719471

Email: ipdocket@uhlaw.com, gvirgo@uhlaw.com
Correspondent Name: Roger H. Stein, Ungaretti & Harris LLP
Address Line 1: 70 West Madison Street
Address Line 2: Suite 3500, Attn: IP TM Docket
Address Line 4: Chicago, ILLINOIS 60602-4224

ATTORNEY DOCKET NUMBER:	1003450-0002
NAME OF SUBMITTER:	Roger H. Stein
Signature:	/Roger H. Stein/
Date:	06/16/2010
Total Attachments: 3 source=IP Security Agreement Infusystem#page1.tif source=IP Security Agreement Infusystem#page2.tif source=IP Security Agreement Infusystem#page3.tif	

**ASSIGNMENT FOR SECURITY
TRADEMARKS**

WHEREAS, Infusystem, Inc., a California corporation (the "Grantor") has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the annexed Schedule 1, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Grantor, has entered into a Security Agreement dated June 15, 2010 (the "Security Agreement"), in favor of Bank of America, N.A., in its capacity as Administrative Agent for the Secured Parties (as defined in the Security Agreement) (in such capacity, the "Agent");

WHEREAS, pursuant to the Security Agreement, the Grantor has granted to the Agent for the benefit of the Secured Parties a continuing security interest in all right, title and interest of the Grantor in, to and under the Trademarks, together with, among other things, the good-will 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 and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement);


NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby grant to the Agent for the benefit of the Secured Parties a continuing security interest in the Collateral to secure the prompt payment, performance and for the benefit of the lenders observance of the Secured Obligations.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Agent with respect to the Collateral 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.

[signature page attached]

IN WITNESS WHEREOF, the Grantor has caused this Assignment for Security to be duly executed by its officer thereunto duly authorized as of June __, 2010.

INFUSYSTEM, INC.

By: 
Name: Sean Whelan
Title: CFO

Assignment for Security

TRADEMARK
REEL: 004225 FRAME: 0664

SCHEDULE 1 TO ASSIGNMENT FOR SECURITY

<u>Trademark</u>	<u>Registered Owner</u>	<u>Registration No.</u>
Ambulatory Infusion Made Easy	InfuSystem, Inc.	3,719,471
InfuSelect	InfuSystem, Inc.	3,709,777
InfuRecover	InfuSystem, Inc.	3,709,775
InfuSupport	InfuSystem, Inc.	3,709,774
InfuAssist	InfuSystem, Inc.	3,709,778
InfuEase	InfuSystem, Inc.	3,709,779
InfuAdvantage	InfuSystem, Inc.	3,702,766
InfuSystem	InfuSystem, Inc.	3,624,007
InfuSystem	InfuSystem, Inc.	3,620,528