

MRO 12/28/10

03/10/2011

T



Electronic Version v1.1  
Stylesheet Version v1.1

103619586

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Assignment of Security Interest in Trademarks

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
JEFFERIES FINANCE LLC, AS COLLATERAL AGENT		12/28/2010	LIMITED LIABILITY COMPANY

RECEIVING PARTY DATA

Name:	HEALTHCARE FINANCE GROUP, LLC, AS SUCCESSOR AGENT
Street Address:	199 WATER STREET
Internal Address:	31ST FLOOR
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10038
Entity Type:	LIMITED LIABILITY COMPANY: <b>DELAWARE</b>

PROPERTY NUMBERS Total: 15

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:	3445736	CRITICAL HOMECARE SOLUTIONS
Registration Number:	3445737	CHS CRITICAL HOMECARE SOLUTIONS
Registration Number:	2435590	INFUSION PARTNERS
Registration Number:	2947597	INFUSION SOLUTIONS, INC.
Registration Number:	3476661	BIO SCRIP

CH \$390.00 3506308

Serial Number:	77166134	MD STAR
Registration Number:	0012845	

**CORRESPONDENCE DATA**

Fax Number: (212)836-8689  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 212-836-7999  
Email: stobias@kayescholer.com  
Correspondent Name: Stanley Tobias c o Kaye Scholer LLP  
Address Line 1: 425 Park Avenue  
Address Line 2: 16th Floor  
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	BIOSCRIP INC
NAME OF SUBMITTER:	STANLEY TOBIAS
Signature:	/STANLEY TOBIAS/
Date:	12/28/2010

**Total Attachments: 7**  
source=Assignment of Security Interest in Trademarks#page1.tif  
source=Assignment of Security Interest in Trademarks#page2.tif  
source=Assignment of Security Interest in Trademarks#page3.tif  
source=Assignment of Security Interest in Trademarks#page4.tif  
source=Assignment of Security Interest in Trademarks#page5.tif  
source=Assignment of Security Interest in Trademarks#page6.tif  
source=Assignment of Security Interest in Trademarks#page7.tif

## ASSIGNMENT OF SECURITY INTEREST IN TRADEMARKS

THIS ASSIGNMENT OF SECURITY INTEREST IN TRADEMARKS ("Assignment"), dated as of December 28, 2010 (this "Agreement"), is entered into by and among Jefferies Finance LLC, as collateral agent under the Credit Agreement (as defined below) ("Jefferies") and Healthcare Finance Group, LLC ("HFG"); capitalized terms used and not otherwise defined herein shall have the meanings assigned to such terms in the Credit Agreement.

WHEREAS, Jefferies is collateral agent under 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"), by and BioScrip Inc. (the "Pledgor"), certain affiliates of the Pledgor (collectively with the Pledgor, the "Pledgors"), the lenders party thereto, Jefferies, as collateral agent and administrative agent, HFG, as collateral manager, and certain other parties thereto;

WHEREAS, the Pledgors have granted to Jefferies, in its capacity as collateral agent under the Credit Agreement, a security interest in and collateral assignment of the trademarks listed on Schedule 1 attached hereto (the "Trademarks") for the benefit of the secured parties thereunder (the "Secured Parties"), pursuant to the terms of (a) the Security Agreement, dated as of March 25, 2010 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), among the Pledgors, certain affiliates of the Pledgors and Jefferies, and (b) the Trademark Security Agreement, dated as of March 25, 2010 (the "Trademark Security Agreement"), by the Pledgors in favor of Jefferies, which was recorded with the United States Patent and Trademark Office on April 10, 2010 on Reel 004184, Frames 0280, 0289, 0298 and 0315; and

WHEREAS, Jefferies has assigned all Liens and security interests granted by the Loan Parties in the Collateral to Jefferies under the Credit Agreement, the Security Documents and the other Loan Documents, including the Security Agreement and the Trademark Security Agreement, to HFG. Accordingly, the security interests in and collateral assignment of the Trademarks granted in favor of Jefferies, as collateral agent under the Credit Agreement and the other Loan Documents, have been assigned to HFG, as the successor collateral agent under the Credit Agreement and the other Loan Documents (in such capacity, the "Successor Agent").

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

1. Effective as of the date hereof, Jefferies hereby assigns and grants to HFG, as the Successor Agent, for its benefit and the benefit of the Secured Parties, all of its right, title and interest in, to and under the security interests in and collateral assignment of the Trademarks.
2. The Successor Agent's address is Healthcare Finance Group, LLC, 199 Water Street, 31<sup>st</sup> Floor, New York, New York 10038, Attention: Chief Credit Officer and National Portfolio Manager.

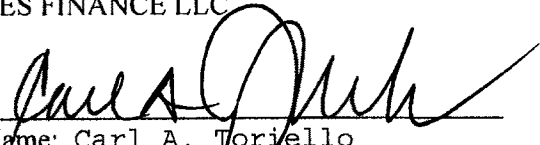
3. This Assignment may be executed in one or more counterparts, each of which shall be deemed to be an original copy of this Assignment and all of which, when taken together, shall be deemed to constitute one and the same agreement. Delivery of an executed counterpart of a signature page of this Assignment by telecopy or portable document format (.pdf) shall be effective as delivery of a manually executed counterpart of this Assignment.

[Signatures Follow]

IN WITNESS WHEREOF, the parties hereto have duly authorized, executed and delivered this Assignment effective on the date hereof.

JEFFERIES FINANCE LLC

By:

  
Name: Carl A. Toriello  
Title: Executive Vice President / COO

HEALTHCARE FINANCE GROUP, LLC

By:

\_\_\_\_\_  
Name:  
Title:

[Signature Page to Trademark Assignment]

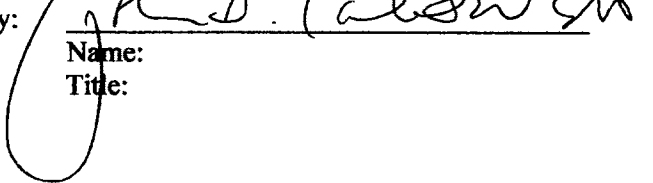
**TRADEMARK**  
**REEL: 004495 FRAME: 0066**

IN WITNESS WHEREOF, the parties hereto have duly authorized, executed and delivered this Assignment effective on the date hereof.

JEFFERIES FINANCE LLC

By: \_\_\_\_\_  
Name:  
Title:

HEALTHCARE FINANCE GROUP, LLC

By:  \_\_\_\_\_  
Name:  
Title:

[Signature Page to Trademark Assignment]

TRADEMARK  
REEL: 004495 FRAME: 0067

ACKNOWLEDGED:

BIOSCRIP, INC., as Pledgor

By: Benny Abner  
Name:  
Title:

CRITICAL HOMECARE SOLUTIONS, INC., as  
Pledgor

By: Benny Abner  
Name:  
Title:

INFUSION PARTNERS, INC., as Pledgor

By: Benny Abner  
Name:  
Title:

INFUSION SOLUTIONS, INC., as Pledgor


By: Benny Abner  
Name:  
Title:

SOUTH MISSISSIPPI HOME HEALTH, INC., as  
Pledgor

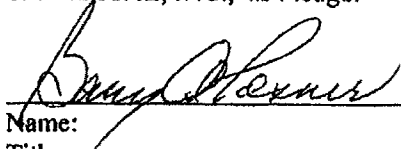
By: Benny Abner  
Name:  
Title:

[Signature Page to Trademark Assignment]

NEW ENGLAND HOME THERAPIES, INC., as  
Pledgor

By:   
Name:  
Title:

WILCOX MEDICAL, INC., as Pledgor


By:   
Name:  
Title:

[Signature Page to Trademark Assignment]



**SCHEDULE 1**  
**TRADEMARKS**

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