### 900232170 08/28/2012

### 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
CIT Healthcare LLC		108/23/2012 1	LIMITED LIABILITY COMPANY: DELAWARE

### **RECEIVING PARTY DATA**

Name:	InfuScience Inc.
Street Address:	1225 Tri-State Parkway, Suite 510
City:	Gurnee
State/Country:	ILLINOIS
Postal Code:	60031-9163
Entity Type:	CORPORATION: DELAWARE

Name:	Infusal Partners	
Street Address:	1225 Tri-State Parkway, Suite 510	
City:	Gurnee	
State/Country:	ILLINOIS	
Postal Code:	60031-9163	
Entity Type:	PARTNERSHIP: FLORIDA	
Composed Of:	InfuScience Inc., DELAWARE, CORPORATION     InfuScience Sub, Inc., DELAWARE, CORPORATION	

### PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	3400097	INFUSCIENCE
Registration Number:	2511903	
Registration Number:	3307073	INFUSAL

### **CORRESPONDENCE DATA**

**Fax Number**: 314-259-20

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent to the e-mail address first; if that is unsuccessful, it will be sent to the e-mail address first; if that is unsuccessful, it will be sent to the e-mail address first; if that is unsuccessful, it will be sent to the e-mail address first; if that is unsuccessful, it will be sent to the e-mail address first; if that is unsuccessful, it will be sent to the e-mail address first; if that is unsuccessful, it will be sent to the e-mail address first; if that is unsuccessful, it will be sent to the e-mail address first; if that is unsuccessful, it will be sent to the e-mail address first; if that is unsuccessful, it will be sent to the e-mail address first; if that is unsuccessful, it will be sent to the e-mail address first; if that is unsuccessful, it will be sent to the e-mail address first; if that is unsuccessful, it will be sent to the e-mail address first; if that is unsuccessful, it will be sent to the e-mail address first to

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via US Mail.

Phone: 314-259-2000

Email: ncollora@bryancave.com

Correspondent Name: Mark A. Paskar

Address Line 1: 211 North Broadway, Suite 3600
Address Line 4: St. Louis, MISSOURI 63102-2750

ATTORNEY DOCKET NUMBER:	0335516
NAME OF SUBMITTER:	Mark A. Paskar
Signature:	/Mark A. Paskar/
Date:	08/28/2012

Total Attachments: 3

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#### RELEASE OF ASSIGNMENT FOR SECURITY - TRADEMARKS

WHEREAS, InfuScience Inc., a Delaware corporation ("InfuScience"), Infusion Therapy Specialists, Inc., a Nebraska corporation, InfuScience Sub, Inc., a Delaware corporation, InfuScience South Carolina, LLC, a Delaware limited liability company and Infusal Partners, a Florida partnership ("Infusal Partners," and together with InfuScience and the foregoing entities, the "Borrowers"), and CIT Healthcare LLC, as sole Lender and Administrative Agent (referred to herein as "CIT") are or were parties to a certain Loan and Security Agreement dated as of April 27, 2007 and a certain Second Amended and Restated Loan and Security Agreement, dated as of February 25, 2011 (as may have been amended, restated, supplemented or otherwise modified from time to time, including, without limitation, by that certain (i) First Amendment to Second Amended and Restated Loan and Security Agreement, dated as of July 29, 2011, (ii) Second Amendment to Second Amended and Restated Loan and Security Agreement and Waiver, dated as of December 30, 2011, (iii) Third Amendment to Second Amended and Restated Loan and Security Agreement, dated as of April 27, 2012, and (iv) Fourth Amendment to Second Amended and Restated Loan and Security Agreement, dated as of May 7, 2012) (collectively, the "Loan Agreement");

WHEREAS, all capitalized terms used but not otherwise defined herein shall have the meanings assigned to them in the Loan Agreement.

WHEREAS, pursuant to the Loan Agreement and that certain Trademark Security Agreement, dated as of April 27, 2007, recorded in the United States Patent and Trademark Office at Reel 3531, Frame 0792 on April 27, 2007, InfuScience and Infusal Partners granted to CIT a security interest in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof (including those listed in <u>Schedule A</u> hereto), and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof (the "Collateral");

WHEREAS, CIT acknowledges and agrees that all of Borrowers' obligations with respect to the Loan Agreement have now been fully and completely satisfied and that the security interest granted has been and hereby is terminated; and

WHEREAS, CIT desires to fully, completely and formally release its security interest in and to the Collateral and in and to any and all other trademarks of the Borrowers, and to record such release with the U.S. Patent and Trademark Office;

NOW, THEREFORE, in consideration of and in exchange for good and valuable consideration, CIT does hereby fully, completely and formally re-assign, release, relinquish and discharge its continuing security interest and any other interest it may have in the Collateral and in any and all other trademarks of the Borrowers.

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IN WITNESS WHEREOF, the parties have caused this Release of Assignment for Security - Trademarks to be duly executed as of August 23, 2012.

CIT HEALTHCARE LLC

Name: FRANK MONZO

Title: V. C. Prisident

## SCHEDULE A

## **Trademarks**

# Federal Trademark Registrations

TRADEMARK	REGISTRATION NO.
INFUSCIENCE	3,400,097
I Design	2,511,903
INFUSAL	3,307,073

TRADEMARK
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**RECORDED: 08/28/2012**