

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
INFUSYSTEM HOLDINGS, INC.		11/30/2012	CORPORATION: DELAWARE
INFUSYSTEM HOLDINGS USA, INC.		11/30/2012	CORPORATION: DELAWARE
INFUSYSTEM, INC.		11/30/2012	CORPORATION: CALIFORNIA
FIRST BIOMEDICAL, INC.		11/30/2012	CORPORATION: KANSAS
IFC LLC		11/30/2012	LIMITED LIABILITY COMPANY: DELAWARE

**RECEIVING PARTY DATA**

Name:	WELLS FARGO BANK, NATIONAL ASSOCIATION, as Agent
Street Address:	2450 Colorado Avenue, Suite 3000 West
City:	Santa Monica
State/Country:	CALIFORNIA
Postal Code:	90404
Entity Type:	National Banking Association: UNITED STATES

**PROPERTY NUMBERS Total: 13**

Property Type	Number	Word Mark
Registration Number:	3624007	INFUSYSTEM
Registration Number:	3620528	INFUSYSTEM
Registration Number:	3709774	INFUSUPPORT
Registration Number:	3702766	INFUADVANTAGE
Registration Number:	3709775	INFURECOVER
Registration Number:	3709777	INFUSELECT
Registration Number:	3709778	INFUASSIST
Registration Number:	3709779	INFUEASE
Registration Number:	3719471	AMBULATORY INFUSION MADE EASY
Registration Number:	4025233	FIRST INFUSION

**TRADEMARK**

CH \$340.00 3624007

Registration Number:	4037542	FBI
Registration Number:	4025234	FIRST BIOMEDICAL
Serial Number:	85338193	INFUSION MADE EASY

**CORRESPONDENCE DATA**

Fax Number: 2136270705

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Phone: (213) 683-5627

Email: nancychow@paulhastings.com

Correspondent Name: Nancy Chow

Address Line 1: Paul Hastings LLP

Address Line 2: 515 South Flower Street, 25th Floor

Address Line 4: Los Angeles, CALIFORNIA 90071

ATTORNEY DOCKET NUMBER:	WF/INFUSYSTEM 90031.00002
NAME OF SUBMITTER:	Nancy Chow
Signature:	/Nancy Chow/
Date:	11/30/2012

**Total Attachments: 7**

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## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 30 day of November, 2012, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and **WELLS FARGO BANK, NATIONAL ASSOCIATION**, a national banking association ("Wells Fargo"), in its capacity as agent for the Lender Group and the Bank Product Providers (in such capacity, together with its successors and assigns in such capacity, "Agent").

### WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of November 30, 2012 (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement") by and among the lenders identified on the signature pages thereof (each of such lenders, together with its successors and permitted assigns, a "Lender"), **Wells Fargo**, as administrative agent for each member of the Lender Group and the Bank Product Providers (in such capacity, together with its successors and assigns in such capacity, "Agent"), **Wells Fargo**, as lead arranger (in such capacity, together with its successors and assigns in such capacity, the "Lead Arranger"), **Wells Fargo**, as book runner (in such capacity, together with its successors and assigns in such capacity, the "Book Runner"), **Wells Fargo**, as syndication agent (in such capacity, together with its successors and assigns in such capacity, the "Syndication Agent"), **Wells Fargo**, as documentation agent (in such capacity, together with its successors and assigns in such capacity, the "Documentation Agent"), **INFUSYSTEM HOLDINGS, INC.**, a Delaware corporation ("Parent"), **INFUSYSTEM HOLDINGS USA, INC.**, a Delaware corporation ("Holdings"), **INFUSYSTEM, INC.**, a California corporation ("Infusystem"), **FIRST BIOMEDICAL, INC.**, a Kansas corporation ("FBI"; FBI and Infusystem each individually a "Borrower", and individually and collectively, jointly and severally, the "Borrowers"), the Lender Group has agreed to make certain financial accommodations available to the Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the members of the Lender Group and the Bank Product Providers are willing to make the financial accommodations to the Borrowers as provided for in the Credit Agreement, the other Loan Documents, and the Bank Product Agreements, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of Lender Group and the Bank Product Providers, that certain Guaranty and Security Agreement, dated as of November 30, 2012 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Guaranty and Security Agreement"); and

WHEREAS, pursuant to the Guaranty and Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of Lender Group and the Bank Product Providers, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Guaranty and Security Agreement or, if not defined therein, in the Credit Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Guaranty and Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. GRANTS OF SECURITY INTEREST IN TRADEMARK COLLATERAL.

(a) Each Grantor hereby unconditionally grants, assigns, and pledges to Agent, for the benefit each member of the Revolver/Term Loan A Lender Group and each of the Bank Product Providers, to secure the Revolver/Term Loan A Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the “Revolver/Term Loan A Security Interest”) in all of such Grantor’s right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the “Trademark Collateral”):

(i) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I;

(ii) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(iii) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

(b) Each Grantor hereby unconditionally grants, assigns, and pledges to Agent, for the benefit each member of the Term Loan B Lender Group, to secure the Term Loan B Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the “Term Loan B Security Interest” and together with the Revolver/Term Loan A Security Interest, the “Security Interests”) in all of such Grantor’s right, title and interest in and to the Trademark Collateral, whether now owned or hereafter acquired or arising.

3. SECURITY FOR SECURED OBLIGATIONS.

(a) This Trademark Security Agreement and the Revolver/Term Loan A Security Interest created hereby secures the payment and performance of the Revolver/Term Loan A Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Revolver/Term Loan A Secured Obligations and would be owed by Grantors, or any of them, to Agent, the other members of the Lender Group, the Bank Product Providers or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

(b) This Trademark Security Agreement and the Term Loan B Security Interest created hereby secures the payment and performance of the Term Loan B Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Term Loan B Secured Obligations and would be owed by Grantors, or any of them, to Agent, the other members of the Lender Group, the Bank Product Providers or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The Security Interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group and the Bank Product Providers, pursuant to the Guaranty and Security Agreement.

Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Security Interests in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement is a Loan Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

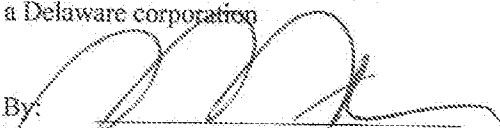
7. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 25 OF THE SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[SIGNATURE PAGE FOLLOWS]

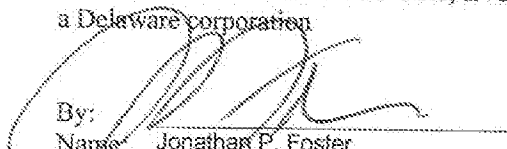
IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

**GRANTORS:**


**INFUSYSTEM HOLDINGS, INC.,**  
a Delaware corporation

By:   
Name: Jonathan P. Foster  
Title: Chief Financial Officer

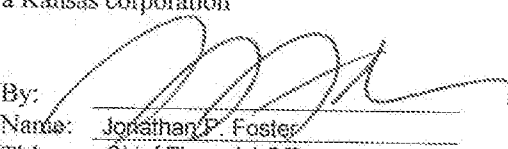
**INFUSYSTEM HOLDINGS USA, INC.,**  
a Delaware corporation

By:   
Name: Jonathan P. Foster  
Title: Chief Financial Officer

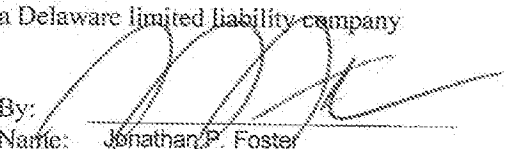
**INFUSYSTEM, INC.,**  
a California corporation

By:   
Name: Jonathan P. Foster  
Title: Chief Financial Officer

**FIRST BIOMEDICAL, INC.,**  
a Kansas corporation

By:   
Name: Jonathan P. Foster  
Title: Chief Financial Officer

**IFC LLC,**  
a Delaware limited liability company

By:   
Name: Jonathan P. Foster  
Title: Chief Financial Officer

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

**AGENT:**

**WELLS FARGO BANK, NATIONAL ASSOCIATION, a  
national banking association**

By: 

Name: Stacy Hopkins

Title: Authorized Signatory

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

**TRADEMARK  
REEL: 004910 FRAME: 0983**

**SCHEDULE I**  
**to**  
**TRADEMARK SECURITY AGREEMENT**  
**Trademark Registrations/Applications**

<b>Grantor</b>	<b>Country</b>	<b>Mark</b>	<b>Application/ Registration No.</b>	<b>App/Reg Date</b>
InfuSystem, Inc.	USA	INFUSYSTEM	3624007	May 19, 2009
InfuSystem, Inc.	USA	INFUSYSTEM	3620528	May 12, 2009
InfuSystem, Inc.	USA	INFUSUPPORT	3709774	November 10, 2009
InfuSystem, Inc.	USA	INFUADVANTAGE	3702766	October 27, 2009
InfuSystem, Inc.	USA	INFURECOVER	3709775	November 10, 2009
InfuSystem, Inc.	USA	INFUSELECT	3709777	November 10, 2009
InfuSystem, Inc.	USA	INFUASSIST	3709778	November 10, 2009
InfuSystem, Inc.	USA	INFUEASE	3709779	November 10, 2009
InfuSystem, Inc.	USA	AMBULATORY INFUSION MADE EASY	3719471	December 1, 2009
InfuSystem, Inc.	USA	FIRST INFUSION	4025233	September 13, 2011
InfuSystem, Inc.	USA	FBI	4037542	October 11, 2011
InfuSystem, Inc.	USA	FIRST BIOMEDICAL	4025234	September 13, 2011



InfuSystem, Inc.	USA	INFUSION MADE EASY	Serial Number: 85338193	Filing Date: June 4, 2011
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**Trade Names**

**Common Law Trademarks**

**Trademarks Not Currently In Use**

**Trademark Licenses**