

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
CarePoint Partners, LLC		08/23/2013	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Bioscrip, Inc.		
<b>Street Address:</b>	100 Clearbrook Road		
<b>City:</b>	Elmsford		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10523		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4266669	CAREPOINT PARTNERS THE NEW FACE OF INFUS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3142311776		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	314-889-8000		
<b>Email:</b>	uspt@polsinelli.com		
<b>Correspondent Name:</b>	Brian B. Diekhoff		
<b>Address Line 1:</b>	100 S. Fourth Street		
<b>Address Line 2:</b>	Suite 1000		
<b>Address Line 4:</b>	St. Louis, MISSOURI 63102		
<b>ATTORNEY DOCKET NUMBER:</b>	070768-452827		
<b>NAME OF SUBMITTER:</b>	Brian B. Diekhoff		
<b>Signature:</b>	/Brian B. Diekhoff/		

CH \$40.00 4266669

Date:

12/20/2013

**Total Attachments: 7**

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## BILL OF SALE, ASSIGNMENT AND ASSUMPTION AGREEMENT

**THIS BILL OF SALE, ASSIGNMENT AND ASSUMPTION AGREEMENT** (this "**Bill of Sale**") from CarePoint Partners Holdings LLC, a Delaware limited liability company (the "**Company**") and the direct and indirect subsidiaries of the Company set forth on signature pages to the Agreement under the heading "Subsidiaries" (individually, a "**Subsidiary**" and collectively, the "**Subsidiaries**" and together with Company the "**Sellers**") to BioScrip, Inc., a Delaware corporation ("**Parent**"), BioScrip Infusion Services, LLC, a Delaware limited liability company ("**Buyer 1**"), New England Home Therapies, Inc., a Massachusetts corporation ("**Buyer 2**"), HomeChoice Partners, Inc., a Delaware corporation ("**Buyer 3**"), Infusion Partners, LLC, an Ohio limited liability company ("**Buyer 4**"), Applied Health Care, LLC, a Delaware limited liability company ("**Buyer 5**"), East Goshen Pharmacy, Inc., a Pennsylvania corporation ("**Buyer 6**" and, together with Parent, Buyer 1, Buyer 2, Buyer 3, Buyer 4, and Buyer 5, the "**Buyers**") is dated as of August 23, 2013 ("**Execution Date**"). The Buyers and the Sellers are sometimes referred to herein individually as a "**Party**" and collectively as the "**Parties.**" Capitalized terms used herein but not otherwise defined herein shall have the meanings set forth in the Agreement (as defined below).

### RECITALS

A. Parent and the Sellers are parties to that certain Asset Purchase Agreement, dated as of June 16, 2013 (the "**Agreement**"), pursuant to which the Sellers desire to sell to the Parent or its designee, and the Parent (on its own behalf and on behalf of the other Buyers) desires to purchase the Assets and more specifically:

- (i) Buyer 1 will acquire the assets of and assume the Assumed Liabilities of Family Focus Infusion LLC, Infusion Technologies, Inc., TheraPoint, LLC and CarePoint Partners of West Virginia LLC and any other Assets used solely in the operation of the Sellers' Jacksonville, FL, Gainesville, FL, Miramar, FL, Miami, FL, Tampa, FL, Winter Park, FL, Plymouth, MA, Dunmore, PA, Fairmont, WV, Charleston WV and Morgantown, WV operations;
- (ii) Buyer 2 will acquire the assets of and assume the Assumed Liabilities of Parenteral Infusion Associates LLC (other than the assets associated with the Sellers' operations in Plymouth, MA) and any other Assets used solely in the operation of the Sellers' Pawtucket, RI operations;
- (iii) Buyer 3 will acquire the assets of and assume the Assumed Liabilities of Pinnacle Infusion Inc. and any other Assets used solely in the operation of the Seller's Albany, GA and Smyrna, GA operations (including those Assets currently owned by Premier Healthcare Solutions, LLC);
- (iv) Buyer 4 will acquire the assets of and assume the Assumed Liabilities of The Infusion Network of Louisiana Inc., CarePoint Partners of Dallas LLC, MOLOROKALIN Inc. and Infusion Care LLC, and any other Assets used solely in the operation of the Sellers' Baton Rouge, LA, Metairie, LA, Bossier City, LA, Alexandria, LA, Lafayette, LA, Hammond, LA, Houma, LA, Canfield, OH,

Uniontown, OH, Dallas, TX, Richardson, TX, Texarkana, TX and Austin, TX (including those Assets currently owned by Premier Healthcare Solutions, LLC) operations;

- (v) Buyer 5 will acquire the assets of and assume the Assumed Liabilities of I.V. Associates Inc. and any other Assets used solely in the operation of the Sellers' Houston, TX operations;
- (vi) Buyer 6 will acquire the assets of and assume the Assumed Liabilities of TheraPoint, LLC used solely in the operation of Sellers' Aston, PA operator; and
- (vii) Parent will acquire all Assets and Assumed Liabilities not described in the preceding paragraphs. Notwithstanding any other provision hereof, all bank accounts maintained by the Sellers at Bank of Kentucky and included in the Assets shall be acquired by Parent.

B. Each Seller desires to effectuate the sale, assignment, conveyance, transfer and delivery of the Assets to the respective Buyer.

**NOW THEREFORE**, in consideration of the mutual covenants set forth in the Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

#### **AGREEMENT**

1. Pursuant to the Agreement, each Seller does hereby sell, convey, transfer, assign and deliver to each Buyer, in the manner set forth in the Recitals, each Seller's right, title and all interest in and to each Seller's portion of the Assets effective as of the Effective Time and each Buyer hereby accepts the foregoing sale and assignment. In furtherance of the foregoing, effective as of the Effective Time, each Seller does hereby assign to each Buyer, in the manner set forth in the Recitals, the Assumed Liabilities and each Buyer hereby assumes and agrees to observe and perform all of the duties, obligations, terms, provisions and covenants of and to pay and discharge when due, all of the Assumed Liabilities.

2. This Bill of Sale is delivered pursuant to, on the terms and subject to the conditions set forth in the Agreement. Nothing contained herein shall be deemed to alter, modify, expand or diminish the terms and provisions of the Agreement.

3. Nothing in this Bill of Sale, either express or implied, is intended or shall be construed to confer upon, or give to, any persons other than the Buyers any rights, benefits, remedies, obligations or liabilities hereunder, and all the terms, covenants and conditions, promises and agreements set forth herein shall be for the sole and exclusive benefit of the Parties and their respective successors and assigns.

4. This Bill of Sale is subject in all events to the terms and conditions of the Agreement. Sections 12A, 12C, 12J, 12K, 12L and 12M of the Agreement are by this reference hereby incorporated herein and made a part hereof, to be applied to this Bill of Sale *mutatis*

*mutandis.* In the event of a conflict or inconsistency between this Bill of Sale and the Agreement, the terms of the Agreement shall prevail.

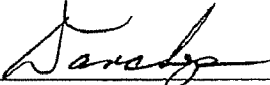
[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Sellers and the Buyers have executed this Bill of Sale as of the date and year first above written.

**SELLERS:**

**COMPANY:**

CAREPOINT PARTNERS HOLDINGS LLC

By: 

Name: Dana Soper

Title: Chief Executive Officer

**SUBSIDIARIES:**

CAREPOINT PARTNERS LLC

CAREPOINT MANAGEMENT COMPANY, INC.

CAREPOINT PARTNERS OF MEMPHIS, LLC

CAREPOINT PARTNERS OF TENNESSEE, LLC

CAREPOINT PARTNERS OF PHILADELPHIA, LLC

FAMILY FOCUS INFUSION, LLC

CAREPOINT PARTNERS OF WEST VIRGINIA LLC

TOTAL HEALTH SERVICES OF WEST VIRGINIA,  
INC.

PARENTERAL INFUSION ASSOCIATES LLC

THERAPOINT, LLC

CAREPOINT PARTNERS OF YOUNGSTOWN, LLC

MOLOROKALIN, INC.

CAREPOINT PARTNERS OF LOUISIANA LLC

THE INFUSION NETWORK OF LOUISIANA, INC.

CAREPOINT PARTNERS OF DALLAS, LLC

INFUSION CARE, LLC

I.V. ASSOCIATES, INC.

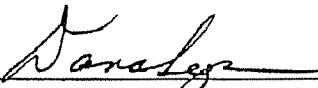
CAREPOINT PARTNERS OF TAMPA, LLC

INFUSION TECHNOLOGIES, INC.

PREMIER HEALTHCARE SOLUTIONS, LLC

PINNACLE INFUSION, INC.

HOME INFUSION OF LUZERNE COUNTY, INC.

By: 

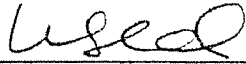
Name: Dana Soper

Title: Chief Executive Officer


*(Bill of Sale- Signature Page)*

**BUYERS:**


**BIOSCRIP, INC.**

By:   
Kimberlee C. Seah, Senior Vice President,  
Secretary and General Counsel


**BIOSCRIP INFUSION SERVICES, LLC**

By:   
Kimberlee C. Seah, Senior Vice President,  
Secretary and General Counsel


**NEW ENGLAND HOME THERAPIES, INC.**

By:   
Kimberlee C. Seah, Senior Vice President,  
Secretary and General Counsel

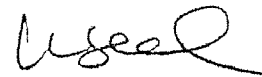
**HOMECHOICE PARTNERS, INC.**

By:   
Kimberlee C. Seah, Senior Vice President,  
Secretary and General Counsel

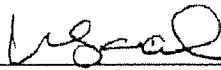
**INFUSION PARTNERS, LLC**

By:   
Kimberlee C. Seah, Senior Vice President,  
Secretary and General Counsel

**APPLIED HEALTH CARE, LLC**

By:   
Kimberlee C. Seah, Senior Vice President,  
Secretary and General Counsel

EAST GOSHEN PHARMACY, INC.

By:   
\_\_\_\_\_  
Kimberlee C. Seah, Senior Vice President,  
Secretary and General Counsel


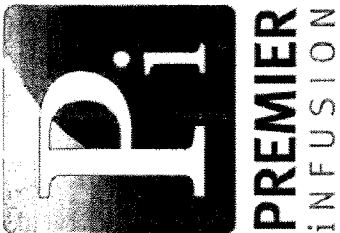
Bill of Sale, Assignment and Assumption Agreement

**TRADEMARK**  
**REEL: 005179 FRAME: 0640**



Section 5I - Intellectual Property

- (i)
  - Registered Trademarks and Trademark Applications:

Name	Registration Number	Registration Date	Jurisdiction	Owner
 CarePoint Partners <small>The New Face of Infusion</small>	4266669	1/1/2013	Federal	CarePoint Partners LLC
 <b>PREMIER</b> INFUSION	801227785	4/6/2012	Texas	Premier Infusion

- Domain Names

Name	Registration Date	Owner
carepointpartners.com	<b>Record last updated on:</b> 07-Jan-2013 <b>Record expires on:</b> 05-Jan-2023 <b>Record created on:</b> 05-Jan-2007	CarePoint Partners 8280 Montgomery Rd. Suite 101 Cincinnati, OH 45236 <b>Registrar of Record:</b> TUCOWS, INC.

See Item 4 of the Pending Claims and Item 1 of the Threatened Claims in Section 5J of this Company Disclosure Letter.

- (ii)