

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM625141

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
INFUSYSTEM HOLDINGS, INC.,		02/05/2021	Corporation: DELAWARE
INFUSYSTEM HOLDINGS USA, INC		02/05/2021	Corporation: DELAWARE
INFUSYSTEM, INC.		02/05/2021	Corporation: CALIFORNIA
FIRST BIOMEDICAL, INC.		02/05/2021	Corporation: KANSAS
IFC LLC		02/05/2021	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A.
Street Address:	10 South Dearborn
Internal Address:	Floor L2, Suite IL1-1145
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603-2300
Entity Type:	National Banking Association: ILLINOIS

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	3624007	INFUSYSTEM
Registration Number:	3620528	INFUSYSTEM
Registration Number:	4025234	FIRST BIOMEDICAL
Registration Number:	4037542	FBI
Registration Number:	4263181	INFUSION MADE EASY
Registration Number:	4473741	EXPRESSTECH
Registration Number:	4914731	BLOCKPAIN DASHBOARD
Registration Number:	6227511	SAFE. SMART. TRUSTED.

CORRESPONDENCE DATA

Fax Number:

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

TRADEMARK

Phone: 3132233518
Email: nlevine@dickinsonwright.com
Correspondent Name: Rebecca Papi
Address Line 1: 500 Woodward Avenue
Address Line 2: Suite 4000
Address Line 4: Detroit, MICHIGAN 48226

ATTORNEY DOCKET NUMBER: 000007-04611

NAME OF SUBMITTER: Rebeca Papi

SIGNATURE: /Rebecca Papi/

DATE SIGNED: 02/08/2021

Total Attachments: 9

source=4833-5238-9339 v1 InfuSystem Patent, Trademark and Copyright Security Agreement (executed)#page1.tif
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PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT

THIS PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT (this “*Agreement*”) is entered into as of February 5, 2021 by INFUSYSTEM HOLDINGS, INC., a Delaware corporation, INFUSYSTEM HOLDINGS USA, INC., a Delaware corporation, INFUSYSTEM, INC., a California corporation, FIRST BIOMEDICAL, INC., a Kansas corporation, and IFC LLC, a Delaware limited liability company (each a “*Grantor*”, and collectively, the “*Grantors*”), in favor of JPMorgan Chase Bank, N.A., in its capacity as administrative agent (the “*Administrative Agent*”) for the lenders party to the Credit Agreement referred to below.

Recitals

A. The Grantors, the lenders party thereto, and the Administrative Agent are entering into a Credit Agreement dated as the date hereof (as it may be amended, restated, supplemented or otherwise modified from time to time, the “*Credit Agreement*”).

B. In connection with the Credit Agreement, the Grantors are entering into that certain Pledge and Security Agreement dated as of the date hereof (as amended or modified from time to time, the “*Security Agreement*”) with the Administrative Agent. All capitalized terms used but not defined herein shall have the respective meanings ascribed thereto in the Security Agreement.

C. Pursuant to the terms of the Security Agreement, each Grantor pledged, assigned, and granted to the Administrative Agent, on behalf of and for the ratable benefit of the Lenders, a first-priority security interest in substantially all of the assets of such Grantor, including all right, title, and interest of such Grantor in, to, and under all now owned and hereafter acquired Patents, patent applications, patent licenses, Trademarks, trademark applications, trademark licenses, Copyrights, copyright applications, and copyright licenses, and all products and proceeds thereof, to secure the prompt and complete payment and performance of the Secured Obligations as defined in the Credit Agreement (the “*Secured Obligations*”).

D. Pursuant to the terms of the Security Agreement, the Grantors are required to execute and deliver to the Administrative Agent, for the ratable benefit of the Lenders, this Agreement.

Agreement

In consideration of the recitals set forth above and the mutual agreements contained herein and in the Credit Agreement and other Loan Documents (as defined in the Credit Agreement), each Grantor hereby grants to the Administrative Agent, for the benefit of the Lenders, to secure the Secured Obligations, a continuing security interest in all of such Grantor’s right, title, and interest in, to, and under the following, whether now owned by or owing to, or hereafter acquired by or arising in favor of such Grantor (including any trade name or derivations thereof):

- (1) each trademark and trademark application, including, without limitation, each trademark and trademark application referred to in Schedule 1 attached hereto, together with any reissues, continuations, or extensions thereof and all goodwill associated therewith;
- (2) each trademark license, including, without limitation, each trademark license listed on Schedule 1 attached hereto, together with all goodwill associated therewith;
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present, or future infringement of any trademark, including, without limitation, any trademark referred to in Schedule 1 attached hereto,

any trademark issued pursuant to a trademark application referred to in Schedule 1, and any trademark licensed under any trademark license listed on Schedule 1 attached hereto (items 1 through 3 being herein collectively referred to as the “*Trademark Collateral*”);

- (4) each patent and patent application, including, without limitation, each patent and patent application referred to in Schedule 2 attached hereto, together with any reissues, continuations, or extensions thereof and all goodwill associated therewith;
- (5) each patent license, including, without limitation, each patent license listed on Schedule 2 attached hereto, together with all goodwill associated therewith;
- (6) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present, or future infringement of any patent, including, without limitation, any patent referred to in Schedule 2 attached hereto, any patent issued pursuant to a patent application, and any patent licensed under any patent license listed on Schedule 2 attached hereto (items 4 through 6 being herein collectively referred to as the “*Patent Collateral*”);
- (7) each copyright and copyright application, including without limitation, each copyright and copyright application referred to in Schedule 3 attached hereto, together with any reissues, continuations, or extensions thereof and all goodwill associated therewith;
- (8) each copyright license, including without limitation, each copyright license listed on Schedule 3 attached hereto, together with all goodwill associated therewith; and
- (9) all products and proceeds of the foregoing, including without limitation, any claim by Grantor against third parties for past, present, or future infringement of any copyright, including without limitation, any copyright referred to in Schedule 3 attached hereto, any copyright issued pursuant to a copyright application referred to in Schedule 3, and any copyright licensed under any copyright license listed on Schedule 3 attached hereto (items 7 through 9 being herein collectively referred to as the “*Copyright Collateral*”).

Notwithstanding any of the provisions set forth in this Agreement to the contrary, nothing in this Agreement shall constitute a grant of a security interest in, or a lien on, and neither the Trademark Collateral, the Patent Collateral, nor the Copyright Collateral shall include, any Excluded Assets (as defined in the Credit Agreement); provided, however, that if and when any property shall cease to be Excluded Assets (as defined in the Credit Agreement), a lien on and security interest in such property shall be automatically granted by the Grantors to the Administrative Agent, on behalf of and for the ratable benefit of the Lenders, and will secure all Secured Obligations.

The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Security Agreement; provided, however, that nothing in this Agreement shall expand, limit, or otherwise modify the security interests granted in the Security Agreement. Each Grantor acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral, the Patent Collateral and the Copyright Collateral made and granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract.

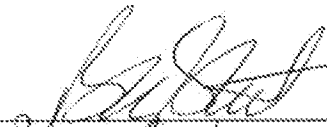
This Agreement shall be governed by, and construed in accordance with, the internal laws (and not the law of conflicts) of the State of New York, but giving effect to federal laws applicable to national banks.

[Signature page follows]


IN WITNESS WHEREOF, the Grantors have executed this Agreement as of the date first set forth above.

GRANTORS:


INFUSYSTEM HOLDINGS, INC.

By: 
Name: Barry Steele
Title: Executive Vice President,
Chief Financial Officer


INFUSYSTEM, INC.

By: 
Name: Barry Steele
Title: Executive Vice President,
Chief Financial Officer

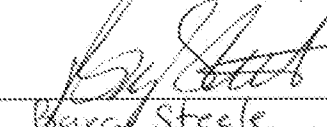
FIRST BIOMEDICAL, INC.

By: 
Name: Barry Steele
Title: Executive Vice President,
Chief Financial Officer

IFC LLC

By: 
Name: Barry Steele
Title: Executive Vice President,
Chief Financial Officer

INFUSYSTEM HOLDINGS USA, INC.

By: 
Name: Barry Steele
Title: Executive Vice President,
Chief Financial Officer


Signature Page to Patent and Trademark Security Agreement

JPMORGAN CHASE BANK, N.A.,
as Administrative Agent


By: Cathy A. Smith
Name: Cathy A. Smith
Title: Authorized Officer


SCHEDULE 1
to
PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT

TRADEMARK APPLICATIONS

Mark	Country	App. No.	Filing Date	Owner
HOME FIRST and Design 	United States	90/054,128	7/15/2020	InfuSystem Holdings, Inc.

TRADEMARKS

Mark	Country	App. No.	Filing Date	Reg. No.	Reg. Date	Owner
INFUSYSTEM	United States	77/369,163	1/11/2008	3,624,007	5/19/2009	InfuSystem Holdings, Inc.
INFUSYSTEM and Design 	United States	77/412,650	3/4/2008	3,620,528	5/12/2009	InfuSystem Holdings, Inc.
FIRST BIOMEDICAL	United States	85/164,415	10/29/2010	4,025,234	9/13/2011	InfuSystem Holdings, Inc.
FBI	United States	85/164,404	10/29/2010	4,037,542	10/11/2011	InfuSystem Holdings, Inc.
INFUSION MADE EASY	United States	85/338,193	6/4/2011	4,263,181	12/25/2012	InfuSystem Holdings, Inc.
EXPRESSTECH	United States	85/800,440	12/12/2012	4,473,741	1/28/2014	InfuSystem Holdings, Inc.
BLOCKPAIN DASHBOARD	United States	86/414,275	10/3/2014	4,914,731	3/8/2016	InfuSystem Holdings, Inc.
SAFE. SMART. TRUSTED.	United States	88/939,570	5/29/2020	6,227,511	12/22/2020	InfuSystem Holdings, Inc.
FIRST BIOMEDICAL	Canada	1525399	4/28/2011	848684	4/16/2013	InfuSystem, Inc.
INFUSYSTEM	Canada	1527994	5/16/2011	848405	4/12/2013	InfuSystem, Inc.

INFUSYSTEM and Design 	Canada	1527995	5/16/2011	849886	4/30/2013	InfuSystem Holdings, Inc.
AMBULATORY INFUSION MADE EASY	Canada	1527997	5/16/2011	853512	6/17/2013	InfuSystem, Inc.
INFUADVANTAGE	Canada	1527996	5/16/2011	851896	5/29/2013	InfuSystem, Inc.

SCHEDULE 2
to
PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT

PATENT APPLICATIONS

Title	Country	App. No.	Filing Date	Owner	Status
Systems and Methods for Providing Prescribed Infusion Treatments	United States	16/413,248	05/15/2019	InfuSystem Holdings, Inc.	Pending
Integrated System for Obtaining Information from Electronic Medical Records and Method of Use	United States	15/130,707	04/15/2016	InfuSystem Holdings, Inc.	Abandoned 12/30/2020

PATENTS

None

SCHEDULE 3
to
PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT

COPYRIGHTS

Title	Country	Reg. No.	Reg. Date	Owner
InfuSystem - Patient Education Videos; CADD Legacy Plus, et al.	United States	PA 1-770-063	01/05/2012	InfuSystem, Inc.
Infusion Tablet App - Screen Shots	United States	VAu 1-106-684	09/27/2011	InfuSystem, Inc.
InfuSystem Tablet App - Program	United States	TXu 1-794-736	02/06/2012	InfuSystem, Inc.

COPYRIGHT APPLICATIONS

None.

COPYRIGHT LICENSES

None.

4822-6661-0904 v4 [7-4611]