

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM815638

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
INFUSYSTEM HOLDINGS, INC.		04/26/2023	Corporation: DELAWARE
INFUSYSTEM HOLDINGS USA, INC.		04/26/2023	Corporation: DELAWARE
INFUSYSTEM, INC.		04/26/2023	Corporation: CALIFORNIA
FIRST BIOMEDICAL, INC.		04/26/2023	Corporation: KANSAS
IFC LLC		04/26/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A.		
Street Address:	131 S Dearborn St, Floor 04		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603-5506		
Entity Type:	N.A. national banking association: OHIO		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Serial Number:	97407982	INFUBLOCK	
Registration Number:	3624007	INFUSYSTEM	
Registration Number:	3620528	INFUSYSTEM	
Registration Number:	4263181	INFUSION MADE EASY	
Registration Number:	4473741	EXPRESSTECH	
Registration Number:	4914731	BLOCKPAIN DASHBOARD	
Registration Number:	6227511	SAFE. SMART. TRUSTED.	
Registration Number:	6556381	HOME FIRST	
Registration Number:	6919696	DEVICEHUB	
CORRESPONDENCE DATA			
Fax Number:	8446706009		
<i>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.</i>			

CH \$240.00 97407982

Phone: (313) 223-3500
Email: aromanini@dickinson-wright.com
Correspondent Name: Lydia E. Munn
Address Line 1: 1825 Eye Street NW, Suite 900
Address Line 4: Washington, D.C. 20006

ATTORNEY DOCKET NUMBER: 7-4611

NAME OF SUBMITTER: Lydia E. Munn

SIGNATURE: /Lydia E. Munn/

DATE SIGNED: 06/07/2023

Total Attachments: 9

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**AMENDED AND RESTATED PATENT,
TRADEMARK AND COPYRIGHT SECURITY AGREEMENT**

THIS AMENDED AND RESTATED PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT (this "*Agreement*") is entered into as of April 26, 2023 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. Reference is made to the First Amendment to the Credit Agreement, dated on or about the date of this Agreement (the "*First Amendment*"), by and among the Grantors, the lenders party thereto, and the Administrative Agent, which amends that certain Credit Agreement, dated as of February 5, 2021 (as amended by the First Amendment, and as may be further amended, restated, amended and restated, supplemented or modified from time to time, the "*Credit Agreement*"), by and among the Grantors, the Lenders from time to time party thereto and the Administrative Agent.

B. Pursuant to the Credit Agreement, Grantors entered into that certain Pledge and Security Agreement dated as of February 5, 2021 (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, Grantors entered into that certain Patent, Trademark and Copyright Agreement, dated as of February 5, 2021 (as amended, restated, amended and restated, supplemented or modified from time to time prior to the date hereof, the "*Existing Patent, Trademark and Copyright Security Agreement*") with the Administrative Agent.

E. In connection with the First Amendment, the Grantors and the Administrative Agent have agreed to amend and restate the Existing Patent, Trademark and Copyright Security Agreement as set forth herein. the Grantors are required to execute and deliver to the Administrative Agent, for the ratable benefit of the Lenders, this Agreement. The execution and delivery of this Agreement is a condition of the Administrative Agent's and the Lenders' entering into the First Amendment.

ACCORDINGLY, each Grantor and the Administrative Agent, on behalf of the Lenders, hereby agree that the Existing Patent, Trademark and Copyright Security Agreement is amended and restated in its entirety as follows:

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.

Each of the parties hereto acknowledges and agrees that this Agreement amends and restates the Existing Patent, Trademark and Copyright Security Agreement in its entirety, and each of the parties hereto acknowledges and agrees that all grants of security interests under the Existing Patent, Trademark and Copyright Security Agreement continue under this Agreement with the same priority as originally granted under the Existing Patent, Trademark and Copyright Security Agreement, and this Agreement does not constitute a novation or termination of the Existing Patent, Trademark and Copyright Security Agreement. Notwithstanding anything herein to the contrary, in no event shall the Liens granted under the Existing Patent, Trademark and Copyright Security Agreement be deemed affected by this Agreement, it being the intent and agreement of the Loan Parties that, except as otherwise provided in the Loan Documents (as defined in the Credit Agreement), the Liens on the collateral granted to secure the Secured Obligations shall not be extinguished and shall remain valid, binding and enforceable securing the Secured Obligations.

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]

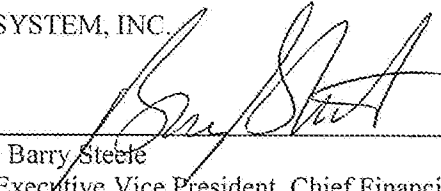
IN WITNESS WHEREOF, the Grantors have executed this Agreement as of the date first set forth above.

GRANTORS:

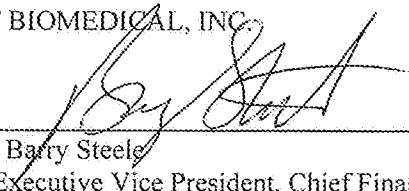
INFUSYSTEM HOLDINGS, INC.

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

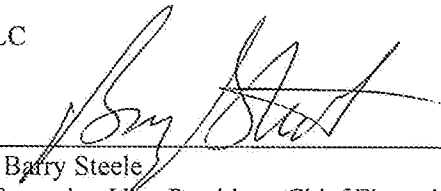
INFUSYSTEM, INC.

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

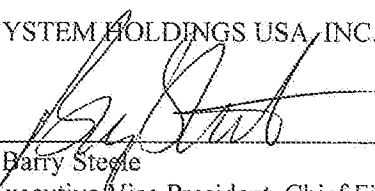
FIRST BIOMEDICAL, INC.

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

IFC LLC

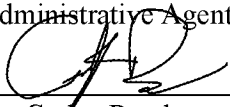
By: 
Name: Barry Steele
Title: Executive Vice President, Chief Financial Officer
and Treasurer

INFUSYSTEM HOLDINGS USA, INC.

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

Signature Page to Amended and Restated Patent, Trademark and Copyright Security Agreement

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

By:  _____

Name: Carlos Rueda



Title: Authorized Officer


SCHEDULE 1
to
PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT

TRADEMARK APPLICATIONS

Mark	Country	App. No.	Filing Date	Owner
INFUBLOCK	United States	97/407,982	5/12/2022	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.
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.
HOME FIRST and Design 	United States	90/054,128	7/15/2020	6,556,381	11/09/2021	InfuSystem Holdings, Inc.

DEVICEHUB Design 	and	United States	90/898,036	8/23/2021	6,919,696	12/6/2022	InfuSystem Holdings, Inc.
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SCHEDULE 2
to
PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT

PATENT APPLICATIONS

None.

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.