

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM535648

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Option Care Infusion Services, Inc.		08/06/2019	Corporation: DELAWARE
Critical Care Systems, Inc.		08/06/2019	Corporation: DELAWARE
Option Care Enterprises, Inc.		08/06/2019	Corporation: DELAWARE
Clinical Holdings, Inc.		08/06/2019	Corporation: OHIO
BioScrip, Inc.		08/06/2019	Corporation: DELAWARE
HomeChoice Partners, Inc.		08/06/2019	Corporation: DELAWARE
InfuScience, Inc.		08/06/2019	Corporation: DELAWARE
Option Care, Inc.		08/06/2019	Corporation: CALIFORNIA
Infusion Partners, LLC		08/06/2019	Limited Liability Company: OHIO

RECEIVING PARTY DATA

Name:	Ankura Trust Company, LLC, as collateral agent
Street Address:	140 Sherman Street, Fourth floor
City:	Fairfield
State/Country:	CONNECTICUT
Postal Code:	06824
Entity Type:	Limited Liability Company: NEW HAMPSHIRE

PROPERTY NUMBERS Total: 39

Property Type	Number	Word Mark
Registration Number:	5163128	AI
Registration Number:	5143654	BD
Registration Number:	2961656	CRITICAL CARE SYSTEMS
Registration Number:	3041542	FACTOR APE
Registration Number:	5526345	GD GESTATIONAL DIABETES MANAGEMENT
Registration Number:	5139189	IG
Registration Number:	5139188	NS
Registration Number:	1331421	OPTION CARE
Registration Number:	5018768	
Registration Number:	5147273	

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	5018760	OPTION CARE
Registration Number:	5018761	OPTION CARE
Registration Number:	5271663	OPTION CARE
Registration Number:	5271662	
Registration Number:	5147272	OPTION CARE
Registration Number:	4832461	PARTNERPOINT CLINICAL MANAGEMENT
Registration Number:	5526344	PB PRETERM BIRTH REDUCTION PROGRAM
Registration Number:	5526346	PH PREGNANCY-INDUCED HYPERTENSION MANAGE
Registration Number:	5783470	PM PREMATUREITY PROGRAM
Registration Number:	5215059	ST
Registration Number:	4356912	CLINICAL SPECIALTIES
Registration Number:	3476661	BIO SCRIP
Registration Number:	2596894	BIOSCRIP
Registration Number:	2963385	HOME SOLUTIONS
Registration Number:	2963386	HOME SOLUTIONS INFUSION THERAPY
Registration Number:	3944118	HOMECHOICE
Registration Number:	3944073	HOMECHOICE PARTNERS
Registration Number:	4544465	HOMECHOICE PARTNERS INFUSION THERAPY SPE
Registration Number:	3975816	INFULINK
Registration Number:	3967750	INFULINK
Registration Number:	3400097	INFUSCIENCE
Registration Number:	2435590	INFUSION PARTNERS
Registration Number:	3894080	TREATING PATIENTS LIKE FAMILY
Registration Number:	4266669	CAREPOINT PARTNERS THE NEW FACE OF INFUS
Serial Number:	88026641	DP DIABETES IN PREGNANCY PROGRAM
Serial Number:	88026648	HP HYPERTENSION IN PREGNANCY PROGRAM
Serial Number:	88026630	NV NAUSEA AND VOMITING HYPEREMESIS PROGR
Serial Number:	88091204	OPTION CARE INFUSION SUITES
Serial Number:	88026657	PP POSTPARTUM PROGRAM

CORRESPONDENCE DATA

Fax Number: 2028357586

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.

Phone: 202-835-7500

Email: dcip@milbank.com

Correspondent Name: Javier J. Ramos

Address Line 1: 1850 K Street, NW, Suite 1100

Address Line 2: Milbank, LLP

Address Line 4: Washington, D.C. 20006

TRADEMARK

REEL: 006714 FRAME: 0451

ATTORNEY DOCKET NUMBER:	30045.00061
NAME OF SUBMITTER:	Javier J. Ramos
SIGNATURE:	/Javier J. Ramos/
DATE SIGNED:	08/07/2019

Total Attachments: 10

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SECOND LIEN TRADEMARK SECURITY AGREEMENT (SHORT FORM)

Second Lien Trademark Security Agreement, dated as of August 6, 2019, by Option Care Infusion Services, Inc., a Delaware corporation, Critical Care Systems, Inc., a Delaware corporation, Option Care Enterprises, Inc., a Delaware corporation, Clinical Holdings, Inc., an Ohio corporation, BioScrip, Inc., a Delaware corporation, HomeChoice Partners, Inc., a Delaware corporation, InfuScience, Inc., a Delaware corporation, Option Care, Inc., a California corporation, and Infusion Partners, LLC, an Ohio limited liability company (individually, a “**Grantor**”, and, collectively, the “**Grantors**”), in favor of Ankura Trust Company, LLC, as collateral agent under the Indenture (together with any successor, in such capacity, the “**Collateral Agent**”).

WITNESSETH:

WHEREAS, the Grantors are party to a Second Lien Security Agreement dated as of the date hereof (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”) in favor of the Collateral Agent pursuant to which the Grantors are required to execute and deliver this Second Lien Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Indenture, the Grantors hereby agree with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Grantor hereby grants to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties and their permitted successors and assigns a continuing security interest in, and lien on, all of its right, title and interest in any and all of the following Collateral (excluding any Excluded Assets) of such Grantor:

(a) registered Trademarks and Trademark applications of such Grantor listed on Schedule I attached hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by the foregoing;

(d) any and all claims for damages and injunctive relief for past, present and future infringement, misappropriation, violation or misuse with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(e) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing.

SECTION 3. The Security Agreement. The security interest granted pursuant to this Second Lien Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and Grantors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement, the terms of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Second Lien Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Collateral Agent and the Grantor shall otherwise determine.

SECTION 4. Termination or Release. Upon the termination of the Security Agreement or release of a Grantor in accordance with Section 6.11 thereof, the Collateral Agent shall, at the expense of such Grantor, execute, acknowledge, and deliver to the Grantors an instrument in writing, prepared by such Grantors, in recordable form releasing the security interest in the Trademarks of such Grantor under this Second Lien Trademark Security Agreement.

SECTION 5. Counterparts. This Second Lien Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Second Lien Trademark Security Agreement by signing and delivering one or more counterparts.

SECTION 6. Recordation. Each Grantor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Second Lien Trademark Security Agreement.

SECTION 7. GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

[Signature pages follow.]

GRANTORS:

**OPTION CARE INFUSION SERVICES, INC.
CRITICAL CARE SYSTEMS, INC.
OPTION CARE ENTERPRISES, INC.
CLINICAL HOLDINGS, INC.
OPTION CARE, INC.
BIOSCRIP, INC**

By: 

Name: Michael Shapiro
Title: Chief Financial Officer

**HOMECHOICE PARTNERS, INC.
INFUSCIENCE, INC.
INFUSION PARTNERS, LLC**

By: _____

Name: Stephen M. Deitsch
Title: Senior Vice President, Chief Financial
Officer and Treasurer

GRANTORS:

**OPTION CARE INFUSION SERVICES, INC.
CRITICAL CARE SYSTEMS, INC.
OPTION CARE ENTERPRISES, INC.
CLINICAL HOLDINGS, INC.
OPTION CARE, INC.
BIOSCRIP, INC.**

By: _____

Name: Michael Shapiro
Title: Chief Financial Officer


**HOMECHOICE PARTNERS, INC.
INFUSCIENCE, INC.
INFUSION PARTNERS, LLC**

By: _____



Name: Stephen M. Deitsch
Title: Senior Vice President, Chief Financial
Officer and Treasurer



ANKURA TRUST COMPANY, LLC, as Trustee
and Collateral Agent



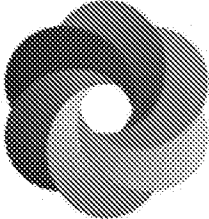
By:  _____


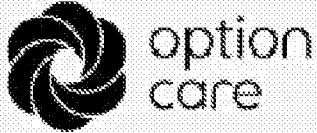
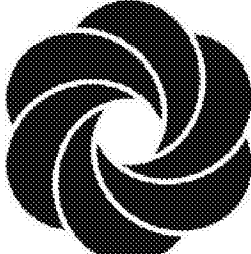

Name: Lisa J. Price



Title: Managing Director


Schedule I
to
SECOND LIEN TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND USE APPLICATIONS

Owner	Trademark	Applicati on Number	Registrati on Number	Jurisdicti on
Option Care infusion Services, Inc.	ai Design 	8694808 0	5163128	U.S.
Option Care infusion Services, Inc.	bd Design 	8694807 7	5143654	U.S.
Critical Care Systems, Inc.	CRITICAL CARE SYSTEMS	7640870 0	2961656	U.S.
Option Care Enterprises, Inc.	DP DIABETES IN PREGNANCY PROGRAM	8802664 1		U.S.
Option Care infusion Services, Inc.	FACTOR APE	7853515 5	3041542	U.S.
Option Care Enterprises, Inc.	GD GESTATIONAL DIABETES MANAGEMENT	8764669 5	5526345	U.S.

Owner	Trademark	Application Number	Registration Number	Jurisdiction
Option Care Enterprises, Inc.	HP HYPERTENSION IN PREGNANCY PROGRAM	88026648		U.S.
Option Care infusion Services, Inc.	ig Design 	86948070	5139189	U.S.
Option Care infusion Services, Inc.	ns Design 	86948055	5139188	U.S.
Option Care Enterprises, Inc.	NV NAUSEA AND VOMITING HYPEREMESIS PROGRAM	88026630		U.S.
Option Care, Inc.	Option Care	73496443	1331421	U.S.
Option Care infusion Services, Inc.	OC Color Logo Design 	86626378	5018768	U.S.
Option Care infusion Services, Inc.	OC Greyscale Logo Design 	86626385	5147273	U.S.

Owner	Trademark	Applicati on Number	Registrati on Number	Jurisdicti on
Option Care infusion Services, Inc.	OPTION CARE	8662337 6	5018760	U.S.
Option Care infusion Services, Inc.	Option Care & Color Spiral Design 	8662341 3	5018761	U.S.
Option Care infusion Services, Inc.	Option Care B&W Horizontal Design 	8662634 7	5271663	U.S.
Option Care infusion Services, Inc.	Option Care B&W Spiral Design 	8662499 8	5271662	U.S.
Option Care infusion Services, Inc.	Option Care Horizontal Greyscale Design 	8662636 5	5147272	U.S.
Option Care infusion Services, Inc.	OPTION CARE INFUSION SUITES	8809120 4		U.S.
Option Care infusion Services, Inc.	PARTNERPOINT CLINICAL MANAGEMENT	8609575 1	4832461	U.S.

Owner	Trademark	Applicati on Number	Registrati on Number	Jurisdicti on
Option Care Enterprises, Inc.	PB PRETERM BIRTH REDUCTION PROGRAM	87646689	5526344	U.S.
Option Care Enterprises, Inc.	PH PREGNANCY-INDUCED HYPERTENSION MANAGEMENT	87646702	5526346	U.S.
Option Care Enterprises, Inc.	PM PREMATURITY PROGRAM	88026635	5783470	U.S.
Option Care Enterprises, Inc.	PP POSTPARTUM PROGRAM	88026657		U.S.
Option Care infusion Services, Inc.	st Design 	86952389	5215059	U.S.
Clinical Holdings, Inc.	 ClinicalSpecialties	85/698,251	4356912	U.S.
BioScrip, Inc.	BIO SCRIP & Design	78/877,538	3,476,661	U.S.
BioScrip, Inc.	BIOSCRIP	76/060,487	2,596,894	U.S.
HomeChoice Partners, Inc.	HOME SOLUTIONS	78/401,544	2,963,385	U.S.

Owner	Trademark	Applicati on Number	Registrati on Number	Jurisdicti on
HomeChoice Partners, Inc.	HOME SOLUTIONS INFUSION THERAPY and Design	78/401,548	2,963,386	U.S.
HOMEOCHOICE PARTNERS, INC.	HOMEOCHOICE	85/106,250	3,944,118	U.S.
HOMEOCHOICE PARTNERS, INC.	HOMEOCHOICE PARTNERS	85/105,716	3,944,073	U.S.
HomeChoice Partners, Inc.	HOMEOCHOICE PARTNERS INFUSION THERAPY SPECIALISTS & Design	85/832,110	4,544,465	U.S.
HomeChoice Partners, Inc.	INFULINK	85/028,399	3,975,816	U.S.
HomeChoice Partners, Inc.	INFULINK and Design	85/030,783	3,967,750	U.S.
Infuscience, Inc.	INFUSCIENCE	78/949,468	3,400,097	U.S.
Infusion Partners, LLC	INFUSION PARTNERS	75/468,199	2,435,590	U.S.
HomeChoice Partners, Inc.	TREATING PATIENTS LIKE FAMILY	85/085,323	3,894,080	U.S.
BioScrip, Inc.	 CarePoint Partners The New Face of Infusion	85/441,613	4,266,669	U.S.