

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549**

FORM 8-K

CURRENT REPORT

**Pursuant to Section 13 or 15(d) of the
Securities Exchange Act of 1934**

Date of Report (Date of earliest event reported): June 1, 2010

InfuSystem Holdings, Inc.

(Exact name of registrant as specified in its charter)

Delaware
**(State or other jurisdiction of
incorporation or organization)**

0-51902
**(Commission
File Number)**

20-3341405
**(I.R.S. Employer
Identification No.)**

**31700 Research Park Drive
Madison Heights, Michigan 48071**
(Address of principal executive offices) (Zip Code)

**Registrant's telephone number, including area code:
(248) 291-1210**

Not Applicable
(Former Name or Former Address, if Changed Since Last Report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (*see* General Instruction A.2. below):

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Item 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers

On June 1, 2010, the Compensation Committee of the Company's Board of Directors approved restricted share grants to five employees, including Sean Whelan, the Company's Chief Financial Officer. Each employee was awarded 50,000 restricted shares of the Company's common stock (the "Stock Awards") vesting 25% at grant, and 25% on each of the first three anniversaries of grant. Each Stock Award will vest immediately upon a change of control of the Company.

Each Stock Award was made pursuant to a Restricted Stock Award Agreement, the form of which is attached hereto and incorporated by reference herein.

Item 9.01 Financial Statements and Exhibits

(d) Exhibits

<u>Exhibit No.</u>	<u>Description</u>
Exhibit 10.1	Form of restricted stock award agreement between InfuSystem Holdings, Inc. and certain employees, including Sean Whelan, Chief Financial Officer.

Signature

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

INFUSYSTEM HOLDINGS, INC.

By: /s/ Sean McDevitt

Sean McDevitt

Chief Executive Officer

Dated: June 7, 2010

INFUSYSTEM HOLDINGS, INC.

Restricted Stock Award Agreement

This Award Agreement by and between _____ (the "Participant") and InfuSystem Holdings, Inc. (the "Company") evidences the grant to the Participant of shares of the Company, par value \$0.0001 per share ("Shares").

1. Number of Shares Awarded: 50,000 (the "Awarded Shares")
2. Grant Date: June 1, 2010 (the "Grant Date")
3. Vesting Dates: The Awarded Shares shall vest as to one-quarter ($1/4$) of the Awarded Shares on the Grant Date, and one-quarter ($1/4$) of the Awarded Shares on each of the first, second and third anniversaries of the Grant Date (each vesting date, a "Vesting Date"), provided that the Participant continues to be an employee on such date.
4. Termination of Service: Upon the termination of the Participant's employment for any reason, any then unvested Awarded Shares shall be immediately and permanently forfeited to the Company for no consideration.
5. Change in Control: In the event that the Company undergoes a Change in Control as hereinafter defined, all Awarded Shares shall vest immediately. For the purposes hereof, the term "Change in Control" means the following and shall be deemed to occur if and when: (i) any person (as that term is used in Sections 13(d) or 14(d)(2) of the Securities Exchange Act of 1934, as amended) becomes the beneficial owner (within the meaning of Rule 13d-3 promulgated under the Securities Exchange Act of 1934, as amended) of 50% or more of either the then outstanding shares of common stock or the combined voting power of the Company's then outstanding securities entitled to vote generally in the election of directors unless such person is already a beneficial owner on the date of this Award Agreement, or (ii) individuals who, as of the date hereof, constitute the Board of Directors of the Company ("Incumbent Board") cease for any reason to constitute at least a majority of the Board of Directors of the Company, provided that any individual who becomes a director after the date hereof whose election, or nomination for election by the Company's stockholders, is approved by a vote of at least a majority of the directors then comprising the Incumbent Board shall be considered to be a member of the Incumbent Board. Notwithstanding anything contained herein to the contrary, any merger of the Company with InfuSystem, Inc. or a subsidiary or affiliate of InfuSystem, Inc. shall not be deemed to be a Change in Control.
6. Transferability: Awarded Shares that have not become vested may not be transferred, assigned, pledged, hypothecated or otherwise disposed of; however, although unvested, such Awarded Shares shall carry voting rights and dividend rights. With respect to dividend rights, the Participant shall have the right to receive an amount equal to the amount of any cash dividends paid with respect to a share of common stock multiplied by the number of

Shares underlying the unvested Awarded Shares, provided (i) such dividends shall be subject to the same vesting restrictions and forfeiture provisions that apply to the underlying Awarded Shares, (ii) such dividends shall be paid in cash, in Shares, or a combination of the foregoing and (iii) such dividends shall be paid on the applicable Vesting Date.

7. No Right to Continued Service. Neither the grant of the Awarded Shares, nor any other action taken under this Award Agreement shall be construed as giving the Participant or any other person the right to be retained in the employ or service of the Company or any of its Subsidiaries (for the vesting period or any other period of time), nor shall it interfere in any way with the right of the Company or any of its Subsidiaries to terminate the Participant's service at any time.
8. Share Certificates: Until the applicable Vesting Date, certificates representing the Awarded Shares shall be issued in the name of the Participant, but held in the physical possession of the Company. Participant shall execute in blank the stock power attached hereto as Annex I, allowing the Company to transfer the Awarded Shares in the event they are forfeited pursuant to paragraph 4 above.
9. Grant Subject to Plan Provisions. Although the grant and the issuance of the Awarded Shares are outside of the Company's 2007 Stock Incentive Plan, such grant and issuance shall be subject to the terms and conditions of the Plan (excluding Section 6 thereof) as if it were an Award thereunder, and such terms and conditions are hereby incorporated by reference.
10. Applicable Law. This Award Agreement shall be governed by and construed in accordance with the laws of the State of New York, without giving effect to any choice of law or conflict of law provision or rule (whether of the State of New York or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of New York, except to the extent Delaware General Corporation Law applies by reason of the Company's incorporation in the State of Delaware.
11. Amendment. This Award Agreement may be amended or modified at any time by mutual agreement between the Committee and the Participant or such other persons as may then have an interest therein.

A copy of the Plan, and other materials required to be delivered or made available to the Participant, will be delivered or made available electronically, provided that upon request of the Participant, the Company will deliver to the Participant paper copies of such materials. By accepting the grant of the Awarded Shares under this Award Agreement, the Participant hereby agrees to be bound by the terms and conditions of the Plan and this Award Agreement. The payment of any award, Shares, benefits, or dividends hereunder is expressly conditioned upon

the terms and conditions of this Award Agreement and the Plan and your compliance with such terms and conditions.

INFUSYSTEM HOLDINGS, INC.

Agreed to and Accepted by:

By: _____

Name: Sean McDevitt

Title: Chief Executive Officer

STOCK POWER

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto INFUSYSTEM HOLDINGS, INC. (the "Company"), _____ shares of common stock, \$0.0001 par value per share, of the Company, registered in the name of the undersigned on the books and records of the Company, and does hereby irrevocably constitute and appoint attorney to transfer the said stock on the books of the Company with full power of substitution in the premises.

Signed (Signature should be in exact form as on stock certificate)

Date