

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

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**FORM S-8  
REGISTRATION STATEMENT**

*UNDER  
THE SECURITIES ACT OF 1933*

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**INFUSYSTEM HOLDINGS, INC.**

(Exact Name of Registrant as Specified in its Charter)

**Delaware**  
(State or Other Jurisdiction of Incorporation or Organization)

**20-3341405**  
(IRS Employer Identification No.)

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**InfuSystem Holdings, Inc.**  
**31700 Research Park Drive**  
**Madison Heights, Michigan 48071**  
(Address of Principal Executive Offices)(Zip Code)

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**Share Award Agreement between Sean McDevitt and InfuSystem Holdings, Inc.**  
**Restricted Stock Award Agreements between InfuSystem Holdings, Inc. and each of the following**  
**individuals: Timothy Kopra; Sean Whelan; Jan Skonieczny; Bryan Russo; David Haar; and Scott Chesky**  
(Full Title of the Plan)

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**Sean McDevitt**  
**Chief Executive Officer**  
**InfuSystem Holdings, Inc.**  
**31700 Research Park Drive**  
**Madison Heights, Michigan 48071**  
**(248) 291-1210**  
(Name, Address and Telephone Number of Agent for Service)

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Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company. See the definitions of "large accelerated filer," "accelerated filer" and "smaller reporting company" in Rule 12b-2 of the Exchange Act. (Check one):

Large accelerated filer  Accelerated filer  Non-accelerated filer  Smaller reporting company

(Do not check if a smaller reporting company)

### CALCULATION OF REGISTRATION FEE

<b>Title of Securities to be Registered</b>	<b>Amount to be Registered (1)</b>	<b>Proposed Maximum Offering Price Per Share (2)</b>	<b>Proposed Maximum Aggregate Offering Price (3)</b>	<b>Amount of Registration Fee</b>
Common Stock, par value \$0.0001 per share	2,300,000 shares	\$2.61	\$6,003,000	\$428.01

- (1) Pursuant to Rule 416(a) under the Securities Act of 1933, as amended (the "Securities Act"), this Registration Statement shall also cover any additional shares of the Registrant's common stock issuable pursuant to the Share Award Agreement, dated April 8, 2010, between Sean McDevitt and InfuSystem Holdings, Inc., the Restricted Stock Award Agreement, dated May 4, 2010, between Tim Kopra and InfuSystem Holdings, Inc. and the Restricted Stock Award Agreements, dated June 1, 2010, between InfuSystem Holdings, Inc. and each of Sean Whelan, Jan Skonieczny, Bryan Russo, David Haar and Scott Chesky as a result of any stock dividend, stock split, recapitalization or other similar transaction.
- (2) Calculated pursuant to paragraphs (c) and (h) of Rule 457 (based upon the average of the bid and asked prices for the Common Stock as reported by the OTC Bulletin Board on June 25, 2010). The foregoing calculation is solely for the purpose of determining the registration fee.
- (3) Based on the proposed maximum offering price per share, calculated as described in footnote (2) above.

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**PART I**  
**INFORMATION REQUIRED IN THE SECTION 10(a) PROSPECTUS**

**Item 1. Plan Information \***

**Item 2. Registrant Information and Employee Plan Annual Information \***

\* Information required by Part I to be contained in the Section 10(a) prospectus is omitted from this Registration Statement in accordance with Rule 428 under the Securities Act and the Explanatory Note to Part I of Form S-8.

**PART II**  
**INFORMATION REQUIRED IN THE REGISTRATION STATEMENT**

**Item 3. Incorporation of Documents by Reference**

The following documents previously filed by InFuSystem Holdings, Inc. (the "Registrant") with the U.S. Securities and Exchange Commission (the "SEC") are incorporated by reference into this Registration Statement:

- (a) The Registrant's Annual Report on Form 10-K for the fiscal year ended December 31, 2009, filed with the SEC on March 3, 2010;
- (b) The Registrant's Quarterly Report on Form 10-Q for the three months ended March 31, 2010 filed with the SEC on May 5, 2010;
- (c) The Registrant's Current Report on Form 8-K filed with the SEC on April 9, 2010;
- (d) The Registrant's Current Report on Form 8-K filed with the SEC on April 12, 2010;
- (e) The Registrant's Current Report on Form 8-K filed with the SEC on May 28, 2010;
- (f) The Registrant's Current Report on Form 8-K filed with the SEC on June 7, 2010;
- (g) The Registrant's Current Report on Form 8-K filed with the SEC on June 18, 2010; and
- (h) The description of the Registrant's Common Stock contained in the Registrant's Registration Statement on Form S-1 filed on October 14, 2005 and any amendments or reports filed for the purpose of updating such description.

All reports and other documents subsequently filed by the Registrant pursuant to Section 13(a), 13(c), 14 or 15(d) of the Securities Exchange Act of 1934, as amended (the "Exchange Act") prior to the filing of a post-effective amendment which indicates that all securities offered have been sold or which deregisters all securities then remaining unsold shall be deemed to be incorporated by reference in this Registration Statement and to be a part hereof from the date of the filing of such documents.

Any statement contained herein or in a document, all or a portion of which is incorporated or deemed to be incorporated by reference herein, shall be deemed to be modified or superseded for purposes of this Registration Statement to the extent that a statement contained herein or in any other subsequently filed document which also is or is deemed to be incorporated by reference herein modifies or supersedes such statement. Any such statement so modified or superseded shall not be deemed, except as so modified or superseded, to constitute a part of this Registration Statement.

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**Item 4. Description of Securities**

Not applicable.

**Item 5. Interests of Named Experts and Counsel**

Not applicable.

**Item 6. Indemnification of Directors and Officers**

Sections 145(a) and (b) of the Delaware General Corporation Law (the “DGCL”) provide that a corporation may indemnify its directors and officers, as well as other employees and individuals, against expenses (including attorneys’ fees), judgments, fines and amounts paid in settlement in connection with specified actions, suits or proceedings, whether civil, criminal, administrative or investigative (other than an action by or in the right of the corporation – a “derivative action”), if they acted in good faith and in a manner they reasonably believed to be in or not opposed to the best interests of the corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe their conduct was unlawful. A similar standard is applicable in the case of derivative actions, except that indemnification only extends to expenses (including attorneys’ fees) incurred in connection with the defense or settlement of such actions, and the statute requires court approval before there can be any indemnification in which the person seeking indemnification has been found liable to the corporation.

Article Seven of the Registrant’s Amended and Restated Certificate of Incorporation provides that the Registrant shall, to the fullest extent permitted by Section 145 of the DGCL, indemnify all persons whom it may indemnify pursuant thereto.

Section 145(e) of the DGCL provides that expenses (including attorneys’ fees) incurred by an officer or director in defending any civil, criminal, administrative or investigative action, suit or proceeding may be paid by the corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if it shall ultimately be determined that such person is not entitled to be indemnified by the corporation as authorized by Section 145 of the DGCL. Section 145(e) of the DGCL further provides that such expenses (including attorneys’ fees) incurred by former directors and officers or other employees or agents of the corporation may be so paid upon such terms and conditions as the corporation deems appropriate.

Article Four of the Registrant’s Amended and Restated By-Laws provides that the Registrant shall pay expenses incurred by a director or officer of the Registrant in defending or appearing as a witness in any civil, administrative, investigative or criminal action, suit or proceeding in advance of the final disposition of such action, suit or proceeding as provided for in Section 145(e) of the DGCL. Article Four of the Registrant’s Amended and Restated By-Laws further provides that the indemnification and payment of expenses on behalf of any other employee or agent of the Registrant shall be on such terms and conditions as the Registrant’s Board of Directors determines from time to time.

Section 102(b)(7) of the DGCL enables a Delaware corporation to provide in its certificate of incorporation for the elimination or limitation of the personal liability of a director to the corporation or its stockholders for monetary damages for breach of fiduciary duty as a director. However, no provision can eliminate or limit a director’s liability: (i) for any breach of the director’s duty of loyalty to the corporation or its stockholders; (ii) for acts or omissions not in good faith or which involve intentional

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misconduct or a knowing violation of law; (iii) under Section 174 of the DGCL, which imposes liability on directors for unlawful payment of dividends or unlawful stock purchase or redemption; or (iv) for any transaction from which the director derived an improper personal benefit.

Article Seven of the Registrant's Amended and Restated Certificate of Incorporation eliminates the liability of a director to the Registrant or its stockholders for monetary damages for breach of fiduciary duty as a director to the full extent permitted by the DGCL. Any amendment to or repeal of Article Seven may not adversely affect any right or protection of a director of the Registrant for or with respect to any acts or omissions of such director occurring prior to such amendment or repeal.

Section 145(g) of the DGCL permits a corporation to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the corporation, against any liability asserted against such person and incurred by such person in any such capacity, or arising out of such person's status as such, whether or not the corporation would have the power to indemnify such person against such liability under Section 145.

Article Four of the Registrant's Amended and Restated By-Laws permits the Registrant to purchase and maintain such insurance on behalf of any person who is or was a director, officer, employee or agent of the Registrant as provided for in Section 145(g) of the DGCL. The Registrant maintains directors and officers' liability insurance which insures against liabilities that directors or officers of the Registrant may incur in such capacities.

**Item 7. Exemption from Registration Claimed**

Not applicable.

**Item 8. Exhibits**

<u>Exhibit No.</u>	<u>Description</u>
4.1*	Restricted Stock Award Agreement, dated June 1, 2010, between Sean Whelan and InfuSystem Holdings, Inc.
4.2*	Restricted Stock Award Agreement, dated June 1, 2010, between Jan Skonieczny and InfuSystem Holdings, Inc.
4.3*	Restricted Stock Award Agreement, dated June 1, 2010, between Bryan Russo and InfuSystem Holdings, Inc.
4.4*	Restricted Stock Award Agreement, dated June 1, 2010, between David Haar and InfuSystem Holdings, Inc.
4.5*	Restricted Stock Award Agreement, dated June 1, 2010, between Scott Chesky and InfuSystem Holdings, Inc.
4.6*	Restricted Stock Award Agreement, dated May 4, 2010, between Timothy Kopra and InfuSystem Holdings, Inc.
4.7	Share Award Agreement, dated April 8, 2010, between Sean McDevitt and InfuSystem Holdings, Inc. (filed as Exhibit 10.1 to the Registrant's Current Report on Form 8-K filed April 9, 2010, and incorporated by reference herein)
4.8	Amended and Restated Certificate of Incorporation (filed as an Exhibit 3.1 to the Registrant's Registration Statement on Form S-1 File No. 333-129035 (filed on October 14, 2005, and incorporated by reference herein)
4.9	Certificate of Amendment to Amended and Restated Certificate of Incorporation (filed as Exhibit 3.7 to the Registrant's Current Report on Form 8-K/A filed December 6, 2007, and incorporated by reference herein)
4.10	Amended and Restated By-laws (filed as Exhibit 3.2 to the Registrant's Current Report on Form 8-K filed January 22, 2008, and incorporated by reference herein)

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5.1*	Opinion of Morgan Lewis & Bockius LLP
23.1*	Consent of Deloitte & Touche LLP
23.3	Consent of Morgan Lewis & Bockius LLP (included in Exhibit 5.1)
24	Power of Attorney (included on the signature page of this Registration Statement)

\* Filed herewith.

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**Item 9. Undertakings**

(a) The undersigned Registrant hereby undertakes:

(1) To file, during any period in which offers or sales are being made, a post-effective amendment to this Registration Statement:

(i) To include any prospectus required by section 10(a)(3) of the Securities Act;

(ii) To reflect in the prospectus any facts or events arising after the effective date of the Registration Statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information in the Registration Statement. Notwithstanding the foregoing, any increase or decrease in volume of securities offered (if the total dollar value of securities offered would not exceed that which was registered) and any deviation from the low or high end of the estimated maximum offering range may be reflected in the form of prospectus filed with the SEC pursuant to Rule 424(b) if, in the aggregate, the changes in volume and price represent no more than 20% change in the maximum aggregate offering price set forth in the "Calculation of Registration Fee" table in the effective Registration Statement;

(iii) To include any material information with respect to the plan of distribution not previously disclosed in the Registration Statement or any material change to such information in the Registration Statement;

provided, however, that paragraphs (a)(1)(i) and (a)(1)(ii) of this section do not apply if the information required to be included in a post-effective amendment by those paragraphs is contained in reports filed with or furnished to the SEC by the Registrant pursuant to section 13 or section 15(d) of the Exchange Act that are incorporated by reference in the Registration Statement.

(2) That, for the purpose of determining any liability under the Securities Act, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

(3) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.

(b) The undersigned Registrant hereby undertakes that, for purposes of determining any liability under the Securities Act, each filing of the Registrant's annual report pursuant to section 13(a) or section 15(d) of the Exchange Act (and, where applicable, each filing of an employee benefit plan's annual report pursuant to section 15(d) of the Exchange Act) that is incorporated by reference in the Registration Statement shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

(c) Insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, officers and controlling persons of the Registrant pursuant to the foregoing provisions, or otherwise, the Registrant has been advised that in the opinion of the SEC such indemnification is against public policy as expressed in the Securities Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the Registrant of expenses incurred or paid by a director, officer or controlling person of the Registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the Registrant will, unless in the opinion of its counsel the matter has been

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settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Securities Act and will be governed by the final adjudication of such issue.

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## SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the Registrant has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in Madison Heights, Michigan on June 30, 2010.

INFUSYSTEM HOLDINGS, INC.

By: /s/ Sean McDevitt

Name: Sean McDevitt

Title: Chief Executive Officer

## POWER OF ATTORNEY

Each person whose signature appears below hereby constitutes and appoints Sean McDevitt and Sean Whelan, and each of them, as his true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution for him and in his name, place and stead, in any and all capacities, to sign any or all amendments or supplements to this Registration Statement (including registration statements filed pursuant to Rule 462(b) under the Securities Act), whether pre-effective or post-effective, and to file the same with all exhibits thereto and other documents in connection therewith, with the SEC, granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing necessary or appropriate to be done with respect to this Registration Statement or any amendments or supplements hereto in the premises, as fully to all intents and purposes as he might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents, or any of them, or their or his substitute or substitutes, may lawfully do or cause to be done by virtue thereof.

Pursuant to the requirements of the Securities Act, this Registration Statement has been signed below by the following persons, in the capacities and on June 30, 2010.

<u>Signature</u>	<u>Title</u>
<u>/s/ Sean McDevitt</u> Sean McDevitt	Chief Executive Officer and Chairman of the Board of Directors (Principal Executive Officer)
<u>/s/ Sean Whelan</u> Sean Whelan	Chief Financial Officer (Principal Financial and Accounting Officer)
<u>/s/ James Freddo</u> James Freddo	Director
<u>/s/ David Dreyer</u> David Dreyer	Director
<u>/s/ Pat LaVecchia</u> Pat LaVecchia	Director

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/s/ John Voris Director  
John Voris

/s/ Jean Pierre Millon Director  
Jean Pierre Millon

/s/ Wayne Yetter Director  
Wayne Yetter

/s/ Timothy Kopra Director  
Timothy Kopra

**INFUSYSTEM HOLDINGS, INC.****Restricted Stock Award Agreement**

This Award Agreement by and between Sean Whelan (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

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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.

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INFUSYSTEM HOLDINGS, INC.

Agreed to and Accepted by:

By: /s/ Sean McDevitt

/s/ Sean Whelan

Name: Sean McDevitt

Sean Whelan

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

**INFUSYSTEM HOLDINGS, INC.****Restricted Stock Award Agreement**

This Award Agreement by and between Jan Skonieczny (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").

12. Number of Shares Awarded: 50,000 (the "Awarded Shares")
13. Grant Date: June 1, 2010 (the "Grant Date")
14. 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.
15. 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.
16. 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.
17. 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

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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.

18. 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.
19. 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.
20. 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.
21. 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.
22. 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.

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INFUSYSTEM HOLDINGS, INC.

Agreed to and Accepted by:

By: /s/ Sean McDevitt

/s/ Jan Skonieczny

Name: Sean McDevitt

Jan Skonieczny

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

**INFUSYSTEM HOLDINGS, INC.****Restricted Stock Award Agreement**

This Award Agreement by and between Bryan Russo (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").

23. Number of Shares Awarded: 50,000 (the "Awarded Shares")
24. Grant Date: June 1, 2010 (the "Grant Date")
25. 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.
26. 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.
27. 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.
28. 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

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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.

29. 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.
30. 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.
31. 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.
32. 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.
33. 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.

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INFUSYSTEM HOLDINGS, INC.

Agreed to and Accepted by:

By: /s/ Sean McDevitt

/s/ Bryan Russo

Name: Sean McDevitt

Bryan Russo

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

**INFUSYSTEM HOLDINGS, INC.****Restricted Stock Award Agreement**

This Award Agreement by and between David Haar (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").

34. Number of Shares Awarded: 50,000 (the "Awarded Shares")
35. Grant Date: June 1, 2010 (the "Grant Date")
36. 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.
37. 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.
38. 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.
39. 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

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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.

40. 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.
41. 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.
42. 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.
43. 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.
44. 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.

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INFUSYSTEM HOLDINGS, INC.

Agreed to and Accepted by:

By: /s/ Sean McDevitt

/s/ David Haar

Name: Sean McDevitt

David Haar

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

**INFUSYSTEM HOLDINGS, INC.****Restricted Stock Award Agreement**

This Award Agreement by and between Scott Chesky (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").

45. Number of Shares Awarded: 50,000 (the "Awarded Shares")
46. Grant Date: June 1, 2010 (the "Grant Date")
47. 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.
48. 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.
49. 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.
50. 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

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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.

51. 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.
52. 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.
53. 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.
54. 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.
55. 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.

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INFUSYSTEM HOLDINGS, INC.

Agreed to and Accepted by:

By: /s/ Sean McDevitt

/s/ Scott Chesky

Name: Sean McDevitt

Scott Chesky

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

**INFUSYSTEM HOLDINGS, INC.****Restricted Stock Award Agreement**

This Award Agreement by and between Timothy Kopra (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").

56. Number of Shares Awarded: 50,000 (the "Awarded Shares")
57. Grant Date: May 4, 2010 (the "Grant Date")
58. Vesting Dates: The Awarded Shares shall vest as to one-half (1/2) of the Awarded Shares on the Grant Date, and as to the remaining one-half (1/2) of the Awarded Shares on the first anniversary of the Grant Date (each vesting date, a "Vesting Date"), provided that the Participant continues to serve as a member of the Board on such date.
59. Termination of Service: Upon the termination of the Participant's service as a member of the Board for any reason, any then unvested Awarded Shares shall be immediately and permanently forfeited to the Company for no consideration.
60. 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.
61. 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.

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62. Tax Obligations. The Company shall reimburse the Participant for any federal or state income tax obligation that arises with respect to the Awarded Shares (the "Gross-up"), as well as any additional federal or state income tax obligations that arise on account of the Participant's receipt of the Gross-up. The Participant shall receive such reimbursement amounts within seven (7) days prior to the date on which the Participant is required to remit the applicable taxes to the applicable taxing authority.
63. 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.
64. 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.
65. 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.
66. 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.
67. 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: /s/ Sean McDevitt

/s/ Timothy Kopra

Name: Sean McDevitt

Timothy Kopra

Title: Chief Executive Officer

STOCK POWER

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto INFUSYSTEM HOLDINGS, INC. (the "Company"), 25,000 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

June 30, 2010

InfuSystem Holdings, Inc.  
31700 research Park Drive  
Madison Heights, Michigan 48071

Re: Share Award Agreement and Restricted Stock Award Agreements

Ladies and Gentlemen:

We have acted as counsel to InfuSystem Holdings, Inc., a Delaware corporation (the "Company"), in connection with the filing of a Registration Statement on Form S-8 (the "Registration Statement") under the Securities Act of 1933, as amended (the "Securities Act"), with the Securities and Exchange Commission (the "SEC"). This Registration Statement relates to the registration of 2,300,000 shares of common stock, par value \$0.0001 per share (the "Common Stock") under the Share Award Agreement between Sean McDevitt and InfuSystem Holdings, Inc. and the Restricted Stock Award Agreements between InfuSystem Holdings, Inc. and each of Timothy Kopra, Sean Whelan, Jan Skonieczny, Bryan Russo, David Haar and Scott Chesky (collectively, the "Agreements").

In connection with this opinion letter, we have examined the Agreements, the Registration Statement and originals, or copies certified or otherwise identified to our satisfaction, of the Amended and Restated Certificate of Incorporation and Amended and Restated By-Laws of the Company and such other documents, records and other instruments as we have deemed appropriate for purposes of the opinion set forth herein. In such examinations we have assumed the genuineness of all signatures, the authenticity of all documents submitted to us as originals, the conformity to original documents of all documents submitted to us as copies and the authenticity of the originals of all copies.

Based on the foregoing, we are of the opinion that such shares of Common Stock being registered pursuant to the Registration Statement to be issued under the Agreements have been duly authorized and, if and when issued and paid for in full in accordance with the Agreements as contemplated by the Registration Statement, will be validly issued, fully paid and non-assessable.

This opinion letter is rendered as of the date first written above and we disclaim any obligation to advise you of facts, circumstances, events or developments which hereafter may be brought to our attention and may alter, affect or modify the opinion expressed herein. Our opinion is expressly limited to the matters set forth above and we render no opinion, whether by implication or otherwise, to any other matters relating to the Company or the Common Stock.

We hereby consent to the use of this opinion as Exhibit 5.1 to the Registration Statement. In giving such consent, we do not admit that we are acting within the category of persons whose consent is required under the provisions of the Securities Act or the rules or regulations of the SEC thereunder.

Very truly yours,

/s/ Morgan, Lewis & Bockius LLP

**CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM**

We consent to the incorporation by reference in this Registration Statement on Form S-8 of our reports dated March 3, 2010, relating to the consolidated financial statements of InfuSystem Holdings, Inc. and Subsidiaries (which report expresses an unqualified opinion and includes an explanatory paragraph regarding the Company being in the development stage prior to October 25, 2007) and the effectiveness of InfuSystem Holdings Inc. and Subsidiaries internal control over financial reporting, appearing in the Annual Report on Form 10-K of InfuSystem Holdings, Inc. and Subsidiaries for the year ended December 31, 2009.

/s/ Deloitte & Touche LLP  
Detroit, Michigan  
June 30, 2010