

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

SCHEDULE 13D/A

**Under the Securities Exchange Act of 1934
(Amendment No. 2)**

INFUSYSTEM HOLDINGS, INC.

(Name of Issuer)

**Common Stock, par value \$0.0001 per share
(Title of Class of Securities)**

**45685K102
(CUSIP Number)**

**Sean McDevitt
c/o Maren Group LLC
350 5th Avenue S.
Naples, Florida 34102**

(Name, Address and Telephone Number of Person Authorized to Receive Notices and Communications)

**May 9, 2012
(Date of Event Which Requires Filing of This Statement)**

If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of §§ 240.13d-1(e), 240.13d-1(f) or 240.13d-1(g), check the following box. " "

Note: Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. See §240.13d-7 for other parties to whom copies are to be sent.

* The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 ("Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

1	NAME OF REPORTING PERSONS	
	TRIPLETAIL, LLC	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP* (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS* Not applicable	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) or 2(e) ..	
6	CITIZENSHIP OR PLACE OF ORGANIZATION DELAWARE	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 0
	8	SHARED VOTING POWER 0
	9	SOLE DISPOSITIVE POWER 0
	10	SHARED DISPOSITIVE POWER 0
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 0	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES* <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 0%	
14	TYPE OF REPORTING PERSON* OO	

1	NAME OF REPORTING PERSONS SEAN MCDEVITT	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP* (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS* OO	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) or 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION THE UNITED STATES	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 323,882 ¹
	8	SHARED VOTING POWER 0
	9	SOLE DISPOSITIVE POWER 323,882 ¹
	10	SHARED DISPOSITIVE POWER 0
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 323,882 ¹	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES* <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 1.5%	
14	TYPE OF REPORTING PERSON* IN	

¹ Does not include beneficial ownership of \$83,333.33 worth of Common Stock that Mr. McDevitt has the right to acquire within 60 days pursuant to a Consulting Agreement because the number of shares is unknown at this time in that such number will be determined by the Market Value of the Common Stock on June 15, 2012, as described in Items 3 and 4 below. If such Market Value as of June 15, 2012, were the same as the Market Value as of May 15, 2012, Mr. McDevitt would have the sole voting and dispositive powers for an additional 39,521 shares, for an aggregate amount beneficially owned of 363,403 shares of Common Stock, representing 1.7% of the Company.

Item 1. Security and Issuer

This Amendment No. 2 to Schedule 13D is being filed by the undersigned with respect to common stock, par value \$0.0001 per share (the "Common Stock"), of InfuSystem Holdings, Inc., a Delaware corporation (the "Issuer"). The address of the Issuer is 31700 Research Park Drive, Madison Heights, Michigan 48071.

Item 2. Identity and Background

(a-f) This Amendment No. 2 to Schedule 13D is being filed by Tripletail, LLC, a Delaware limited liability company ("Tripletail"), and Sean McDevitt, a United States citizen ("Mr. McDevitt" and, together with "Tripletail," the "Reporting Persons"). Mr. McDevitt is a consultant to the Issuer and is also a Managing Director at Maren Group LLC, whose principal place of business is located at 350 5th Avenue S. , Naples, Florida 34102. Tripletail is a limited liability company of which Mr. McDevitt is the sole member, formed for the sole purpose of holding shares of Common Stock and uses the same address as Mr. McDevitt. During the last five years, neither Reporting Person has been convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors).

During the last five years, neither Reporting Person has been a party to a civil proceeding of a judicial or administrative body of competent jurisdiction and was not and is not as a result of any such proceeding subject to a judgment, decree or final order enjoining future violations of, or prohibiting or mandating activities subject to, federal or state securities laws or finding any violation with respect to such laws.

Item 3. Source and Amount of Funds or Other Consideration

Mr. McDevitt acquired \$250,000 worth of Common Stock to be paid in three installments pursuant to the terms of a Consulting Agreement entered into by and between Mr. McDevitt and Issuer, dated April 24, 2012 (the "Consulting Agreement"). The consideration for the shares is the consulting services to be provided by Mr. McDevitt to the Issuer and the termination of a Share Award Agreement between the Issuer and Mr. McDevitt. The first installment under the Consulting Agreement occurred on May 2, 2012, in the amount of 38,017 shares. Such number of shares was calculated using the Market Value of the Common Stock on May 2, 2012. The second installment under the Consulting Agreement occurred on May 15, 2012, in the amount of 39,351 shares. Such number of shares was calculated using the Market Value of the Common Stock on May 15, 2012. See Item 4 for a description of how the number of shares issued and to be issued is calculated.

Item 4. Purpose of Transaction

Under the terms of the Consulting Agreement, Mr. McDevitt has the right to receive a consulting fee of \$1,000,000, payable in installments of cash and/or shares of Common Stock of the Issuer as follows:

(A) On each of May 2, 2012, May 15, 2012, and June 15, 2012, Mr. McDevitt is entitled to receive shares of Common Stock of the Issuer with a market value of \$83,333.33. The market value is equal to the average closing price of a share of Issuer's Common Stock on the NYSE AMEX on the five trading days preceding the date of each such issuance ("Market Value"). Such average closing price of a share of the Issuer's Common Stock as of May 2, 2012, was \$2.192 and as of May 15, 2012 was \$2.109.

(B) On July 31, 2012, Mr. McDevitt is entitled to receive a final installment under the Consulting Agreement of shares of Common Stock of the Issuer with a Market Value of \$750,000 or cash, depending upon certain contingencies outside of Mr. McDevitt's control.

The information set forth under Item 5(c) below is incorporated herein by reference.

Item 5. Interest in Securities of the Issuer

- (a) As of the date hereof, Tripletail does not own any shares of Common Stock of the Issuer. Mr. McDevitt is the sole member of Tripletail. Mr. McDevitt directly holds 323,822 shares, constituting 1.5% of the Common Stock of the Issuer, which (a) includes the first installment of 38,017 shares of Common Stock issued as of May 2, 2012, to Mr. McDevitt pursuant to the Consulting Agreement, (b) includes the second installment of 39,521 shares of Common Stock issued as of May 15, 2012, to Mr. McDevitt pursuant to the Consulting Agreement, and (c) does not include the right to acquire an additional \$83,333.33 worth of Common Stock pursuant to the Consulting Agreement due to the fact that the number of shares is based upon the Market Value of the Common Stock at future dates and cannot be determined at this time. (Note that if the Market Value of the Common Stock as of June 15, 2012, were the same as the Market Value as of May 15, 2012, Mr. McDevitt would have the sole voting and dispositive powers for an additional 39,521 shares, for an aggregate amount beneficially owned of 363,403 shares of Common Stock, representing 1.7% of the Company.)

All percentages are calculated based upon an aggregate of 21,330,235 shares of Common Stock stated to be outstanding as of April 27, 2012, by the Issuer in the Issuer's Form 10-K/A for the fiscal year ended December 31, 2011, filed with the United States Securities and Exchange Commission on April 30, 2012.

- (b) Tripletail has the sole or shared power to vote or direct the vote of 0 shares of Common Stock; and has sole or shared power to dispose or direct the disposition of 0 shares of Common Stock. Mr. McDevitt has the sole power to vote or direct the vote of 323,822 shares of Common Stock; has the shared power to vote or direct the vote of 0 shares of Common Stock; has sole power to dispose or direct the disposition of approximately 323,822 shares of Common Stock; and has shared power to dispose or direct the disposition of 0 shares of Common Stock. (Note that if the Market Value of the Common Stock as of June 15, 2012, were the same as the Market Value as of May 15, 2012, Mr. McDevitt would have the sole power to vote or direct the vote of 363,403 shares of Common Stock; would have the shared power to vote or direct the vote of 0 shares of Common Stock; would have sole power to dispose or direct the disposition of approximately 363,403 shares of Common Stock; and would have shared power to dispose or direct the disposition of 0 shares of Common Stock.)
- (c) Transactions effected during the past 60 days:

On April 24, 2012, pursuant to the Consulting Agreement, Mr. McDevitt acquired the right to receive \$250,000 worth of Common Stock in three installments, the first installment of which occurred on May 2, 2012, in the amount of 38,017 shares, the second installment of which occurred on May 15, 2012, in the amount of 39,521 shares and the third installment of which will occur on June 15, 2012, in an amount of shares to be determined based on Market Value. The Consulting Agreement provides for a final installment of \$750,000 on July 31, 2012, that may be paid in Common Stock or cash, subject to contingencies outside the control of Mr. McDevitt.

On April 25, 2012, Mr. McDevitt sold 12,200 shares on the open market for \$2.34 per share and 20,000 shares on the open market for \$2.2468 per share.

On April 26, 2012, Mr. McDevitt sold 20,000 shares on the open market for \$2.2076 per share.

On April 27, 2012, Mr. McDevitt sold 12,000 shares on the open market for \$2.1692 per share.

On May 9, 2012, a Stock Purchase Agreement was entered into by and between Tripletail and Mr. McDevitt (collectively, "Sellers") and Meson Capital Partners LLC and Mr. Joseph Whitters, a current director of the issuer (collectively "Purchasers") (the "5/9/12 Stock Purchase Agreement"). Pursuant to the 5/9/12 Stock Purchase Agreement, the Sellers agreed to sell to the Purchasers an aggregate of 1,166,000 shares of the Common Stock of the Issuer at a purchase price per share of \$2.25, which was effected on May 9, 2012. Meson Capital Partners LLC purchased 1,066,000 shares of Common Stock, and Mr. Whitters purchased 100,000 shares of Common Stock, for an aggregate purchase price of \$2,623,500.

On May 14, 2012, a Stock Purchase Agreement was entered into by and between the Sellers and Global Undervalued Securities Master Fund, LP, a Cayman Islands limited partnership (the "Fund") (the "5/14/12 Stock Purchase Agreement"). Pursuant to the 5/14/12 Stock Purchase Agreement, the Sellers agreed to sell to the Purchasers an aggregate of 250,000 shares of the Common Stock of the Issuer at a purchase price per share of \$2.25, which was effected on May 15, 2012. The Fund purchased Tripletail's remaining 168,044 shares of Common Stock and 81,956 shares of Common Stock from Mr. McDevitt, for an aggregate purchase price of \$562,500.

- (d) No person other than the Reporting Persons is known to have the right to receive, or the power to direct the receipt of, dividends from, or proceeds from the sale of, the shares of Common Stock reported in this Statement.
- (e) Date ceased to be a 5% owner: May 9, 2012.

Item 6. Contracts, Arrangements, Understandings or Relationships with respect to the Issuer

The information set forth in Items 4 and 5 is incorporated herein by reference.

Pursuant to the Amended and Restated Registration Rights Agreement by and among the Issuer, Mr. McDevitt and certain other stockholders of the Issuer dated October 17, 2007, Mr. McDevitt has the right to require the Issuer to register certain of the shares of Common Stock beneficially owned by him under the Securities Act of 1933 pursuant to customary demand registration rights, piggyback registration rights and other registration rights under the terms and conditions specified therein.

Item 7. Materials to Be Filed as Exhibits

The following exhibits are filed with this amendment:

<u>Exhibit</u>	<u>Name of Document</u>
A	Stock Purchase Agreement, dated as of May 14, 2012, between Tripletail, LLC and Sean McDevitt, as sellers, and Global Undervalued Securities Master Fund, LP, as purchaser.

The following exhibits are incorporated by reference and deemed filed with this schedule:

1. Joint Filing Agreement by and between Tripletail, LLC and Sean McDevitt, dated as of January 27, 2012.
2. Consulting Agreement by and between Sean McDevitt and InfuSystem Holdings, Inc. dated April 24, 2012.
3. Stock Purchase Agreement, dated as of May 9, 2012, between Tripletail, LLC and Sean McDevitt, as sellers, and Meson Capital Partners LLC and Mr. Joseph Whitters, as purchasers (incorporated by reference to Exhibit A to the Schedule 13D, dated May 9, 2012, filed by Meson Capital Partners LLC on May 11, 2012).

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SIGNATURE

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

Dated: May 21, 2012

/s/ Sean McDevitt

Sean McDevitt

TRIPLETAIL, LLC

By: /s/ Sean McDevitt

Name: Sean McDevitt

Title: Sole Member

STOCK PURCHASE AGREEMENT

THIS AGREEMENT is made as of May 14, 2012 by and between Tripletail, LLC, a Delaware limited liability company ("Tripletail"), and Sean McDevitt, an individual (each, a "Seller" and together, "Sellers"), on one hand, and Global Undervalued Securities Master Fund, LP, a Cayman Islands limited partnership (the "Purchaser").

1. Sale of Stock. Sellers hereby agree to sell to Purchaser, and Purchaser hereby agrees to purchase from Sellers, free and clear of all liens, claims and encumbrances, an aggregate of 250,000 shares of the Common Stock (the "Shares") of InfuSystem Holdings, Inc., a Delaware corporation (the "Company"), at a price of \$2.25 per share. The Shares consist of 168,044 shares of the Company's Common Stock held by Tripletail (the "Tripletail Shares") and 81,956 shares of the Company's Common Stock held by Mr. McDevitt (the "McDevitt Shares").

2. Closing Date. The closing of the purchase and sale of the Shares hereunder (the "Closing") will take place at the offices of Kelly Hart & Hallman LLP, 201 Main Street, Suite 2500, Fort Worth, TX 76102, at 10:00 a.m., California time, upon the fulfillment of the conditions to the Closing hereunder, or at such other time and place as the parties hereto shall agree. The date of the Closing is hereinafter referred to as the "Closing Date".

3. Delivery. At the Closing, Sellers will (i) execute and deliver to Purchaser an executed Stock Power and Assignment Separate from Certificate, in the form attached hereto as Exhibit B, duly endorsed with signatures guaranteed by a commercial bank, thereby transferring ownership of the Shares to the Purchaser and (ii) deliver to Purchaser one or more stock certificates for the number of Shares required to be sold and purchased at the Closing. Such delivery shall be against payment of the aggregate purchase price from Purchaser set forth on Exhibit A hereto (the "Purchase Price") by wire transfer in accordance with Sellers' wiring instructions. As soon as practicable thereafter, Sellers and Purchaser shall cooperate with each other to cause the Company's transfer agent to record the transfer on the stock books of the Company and to register and issue stock certificates representing the Shares in the name of the Purchaser.

(a) Each of Seller's obligation to sell the Shares to Purchaser at Closing shall be subject to the following conditions, any one or more of which may be waived by such Seller: (i) the accuracy in all material respects on the date hereof and, if different, on the Closing Date of the representations and warranties made by Purchaser in this Agreement and the fulfillment of the obligations of Purchaser to be fulfilled by it under this Agreement on or prior to the Closing; (ii) the absence of any order, writ, injunction, judgment or decree that questions the validity of this Agreement or the right of such Seller or Purchaser to enter into this Agreement or to consummate the transactions contemplated hereby; and (iii) such Seller's receipt of the Purchase Price due it from Purchaser.

(b) Purchaser's obligation to purchase the Shares at Closing shall be subject to the following conditions, any one or more of which may be waived by such Purchaser: (i) the accuracy in all material respects of the representations and warranties made by Sellers in this Agreement on the date hereof and, if different, on the Closing Date, and the fulfillment of the obligations of Sellers to be fulfilled by it or him on or prior to the Closing; (ii) the absence of any order, writ, injunction,

judgment or decree that questions the validity of this Agreement or the right of Sellers or Purchaser to enter into this Agreement or to consummate the transactions contemplated hereby; and (iii) Purchaser's receipt of the Shares.

4. Representations and Warranties of Purchaser. In connection with the purchase of the Shares, Purchaser hereby represents to Sellers as follows:

(a) All action on the part of the Purchaser and, as applicable, its officers, directors, partners, members, managers and shareholders necessary for the authorization, execution and delivery of this Agreement and necessary to authorize the performance of all of Purchaser's obligations hereunder, has been taken or will be taken prior to the Closing. Purchaser has full power and authority to enter into this Agreement.

(b) This Agreement has been validly executed and delivered by Purchaser and constitutes the legal, valid and binding agreement of Purchaser enforceable against Purchaser in accordance with its terms, except to the extent (i) such enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditors' and contracting parties' rights generally and (ii) such enforceability may be subject to general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

(c) Purchaser, to its knowledge, has received all the information it considers necessary or appropriate for deciding whether to purchase the Shares. Purchaser has made its own decision to consummate the transaction contemplated hereby based on its own independent review and consultations with such investment, legal, accounting and other advisers as it deems necessary. Purchaser has made its decision without reliance on any representation or warranty of, or advice from, Sellers.

(d) No brokerage or finder's fees or commissions are or will be payable by Purchaser to any broker, financial advisor or consultant, finder, placement agent, investment banker, bank or other person with respect to the transactions contemplated by this Agreement, and Purchaser has not taken any action that would cause Sellers to be liable for any such fees or commissions. Sellers shall have no obligation with respect to any fees or with respect to any claims made by or on behalf of any person for fees of the type contemplated by this Section 4(d) with the transactions contemplated by this Agreement.

(e) Purchaser is purchasing the Shares for its own account for investment purposes only, not as a nominee or agent, and not with a view to, or for resale in connection with, any "distribution" thereof within the meaning of the Securities Act of 1933, as amended (the "Securities Act") or any distribution in violation of any other applicable securities laws. By executing this Agreement, Purchaser further represents that Purchaser does not have any contract, undertaking, agreement or arrangement with any person to sell, transfer or grant participation to such person or to any third person, with respect to any of the Shares.

(f) Purchaser understands that the Shares have not been registered under the Securities Act or any applicable state securities laws by reason of a specific exemption therefrom that depends upon, among other things, the bona fide nature of the investment intent as expressed herein.

(g) Purchaser is an “accredited investor” as defined under the Securities Act. Purchaser is knowledgeable, sophisticated and experienced in evaluating and investing in securities of companies such as the Company and acknowledges that it is able to fend for itself, can bear the economic risk of its investment, and has such knowledge and experience in financial and business matters that it is capable of evaluating the merits and risks of the purchase of the Shares.

(h) Purchaser understands that the Tripletail Shares are “restricted securities” and the Tripletail Shares must be held indefinitely unless they are subsequently registered under the Securities Act or an exemption from such registration is available. Moreover, Purchaser understands that the Company is under no obligation to register the Tripletail Shares. Purchaser is aware of Rule 144 promulgated under the Securities Act that permits limited resale of restricted securities subject to the satisfaction of certain conditions. Purchaser understands that the certificates evidencing the Tripletail Shares will be imprinted with a legend which prohibits the transfer of the Tripletail Shares unless they are registered or such registration is not required in the opinion of counsel for the Company. Notwithstanding the foregoing, the representations of this Section 4(h) are made by Purchaser only if any Tripletail Shares are purchased by Purchaser.

(i) Purchaser understands that nothing in this Agreement, or any other materials presented to Purchaser in connection with the purchase and sale of the Shares constitute legal, tax or investment advice. Purchaser has consulted with such legal, tax and investment advisors as it, in its sole discretion has deemed necessary or appropriate in connection with its purchase of the Shares.

5. Representations, Warranties and Covenants of Sellers. In connection with the sale of the Shares, each Seller hereby represents, severally and not jointly, on behalf of itself or himself, to Purchaser as follows:

(a) Seller is the record and beneficial owner of the Shares and has good and valid title to the Shares, free and clear of all liens, claims and encumbrances. Except for this Agreement, there are no outstanding agreements, commitments, options, encumbrances, liens or other obligations of any character to which Seller is a party, or by which it is bound, affecting the sale and transfer of the Shares. Seller has made no public offering of the Shares.

(b) All action on the part of Seller necessary for the authorization, execution and delivery of this Agreement and necessary to authorize the performance of all of Seller’s obligations hereunder, has been taken or will be taken prior to the Closing. Seller has full power and authority to enter into this Agreement.

(c) This Agreement has been validly executed and delivered by Seller and constitutes the legal, valid and binding agreement of Seller enforceable against the Seller in accordance with its terms, except to the extent (i) such enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditors’ and contracting parties’ rights generally and (ii) such enforceability may be subject to general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

(d) The execution and delivery of this Agreement, the sale of the Shares under this Agreement, the fulfillment of the terms of this Agreement and the consummation of the transactions contemplated hereby will not result in a conflict with or constitute a violation of, or default (with the passage of time or otherwise) under any law, administrative regulation, ordinance or order of any court or governmental agency, arbitration panel or authority binding upon the Seller or his properties. No consent, approval, authorization or other order of, or registration, qualification or filing with, any regulatory body, administrative agency, or other governmental body is required for the execution and delivery of this Agreement by the Seller and the sale of the Shares by the Seller pursuant to this Agreement, other than such as have been made or obtained, and except for any filings required to be made under federal or state securities laws.

(e) No brokerage or finder's fees or commissions are or will be payable by Seller to any broker, financial advisor or consultant, finder, placement agent, investment banker, bank or other person with respect to the transactions contemplated by this Agreement, and Seller has not taken any action that would cause the Purchaser to be liable for any such fees or commissions. The Purchaser shall have no obligation with respect to any fees or with respect to any claims made by or on behalf of any person for fees of the type contemplated by this Section 5(e) with the transactions contemplated by this Agreement.

(f) Seller has received all the information it considers necessary or appropriate for deciding whether to sell the Shares. Seller has made its own decision to consummate the transaction contemplated hereby based on its own independent review and consultations with such investment, legal, accounting and other advisers as it deems necessary. Seller has made its decision without reliance on any representation or warranty of, or advice from, Purchaser.

(g) Assuming the accuracy of the representations and warranties of Purchaser set forth in Section 4, the offer and sale of the Shares to Purchaser as contemplated hereby are exempt from the registration requirements of the Securities Act.

6. General Provisions.

(a) Survival of Representations, Warranties and Agreements. Notwithstanding any investigation made by any party to this Agreement, all agreements, representations and warranties made by Seller and by Purchaser herein shall survive the execution of this Agreement, the delivery to Purchaser of the Shares being purchased and the payment therefor, and a party's reliance on such representations and warranties shall not be affected by any investigation made by such party or any information developed thereby.

(b) Governing Law. This Agreement shall be governed by, and construed in accordance with, the internal laws of the State of Delaware, without giving effect to the principles of conflicts of law. Each party agrees that all legal proceedings concerning the interpretations, enforcement and defense of the transactions contemplated by this Agreement shall be commenced exclusively in the state and federal courts sitting in the State of Delaware (the "Delaware Court"). Each party hereby irrevocably submits to the exclusive jurisdiction of the Delaware Court for the adjudication of any dispute hereunder or in connection herewith or with any transaction contemplated hereby or discussed herein or the enforcement hereof, and hereby irrevocably waives, and agrees not to assert in any suit, action or proceeding, any claim that it is not personally subject to

the jurisdiction of any such court, or that the Delaware Court is an improper or inconvenient venue for such proceeding. The parties hereto hereby irrevocably waive, to the fullest extent permitted by applicable law, any and all right to trial by jury in any legal proceeding arising out of or relating to this Agreement or the transactions contemplated thereby. If any party shall commence an action or proceeding to enforce any provisions of this Agreement, then the prevailing party in such action or proceeding shall be reimbursed by the other party for its reasonable attorneys' fees and other costs and expenses incurred in connection with the investigation, preparation and prosecution of such action or proceeding.

(c) Entire Agreement; Amendment. This Agreement represents the entire agreement among the parties and supersedes all prior agreements and understandings relating to the subject matter hereof. This Agreement may only be amended, modified or waived in a writing referencing this Agreement signed by the Purchaser and the Seller.

(d) Titles and Subtitles. The titles of the paragraphs and subparagraphs of this Agreement are for convenience of reference only and are not to be considered in construing this Agreement.

(e) Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument. This Agreement may be executed and delivered by facsimile or other electronic transmission.

(f) Expenses. Each party hereto shall be responsible for and pay its own legal, accounting and other professional fees and charges and all other costs and expenses incurred in connection with the transactions contemplated herein.

(g) Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties and their successors and permitted assigns. No party may assign this Agreement or any rights or obligations hereunder without the prior written consent of the other.

(h) Severability. If one or more provisions of this Agreement are held to be unenforceable under applicable law, such provision shall be excluded from this Agreement and the balance of the Agreement shall be interpreted as if such provision were so excluded and shall be enforceable in accordance with its terms.

(i) Joint Product. This Agreement is the joint product of the Seller and Purchaser and each provision hereof and thereof has been subject to the mutual consultation, negotiation and agreement of the Seller and the Purchaser and shall not be construed against any party hereto.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the day and year first set forth above.

PURCHASER:

**GLOBAL UNDERVALUED SECURITIES
MASTER FUND, LP**

By: **Kleinheinz Capital Partners, Inc. Investment
Manager**

/s/ James K. Phillips

By: James K. Phillips

Title: Chief Financial Officer

SELLER:

TRIPLETAIL, LLC

By: /s/ Sean McDevitt
Sean McDevitt, Manager

SELLER:

/s/ Sean McDevitt

Sean McDevitt, an individual

SIGNATURE PAGE TO STOCK PURCHASE AGREEMENT

EXHIBIT A

Schedule of Purchases

<u>Purchaser</u>	<u>Tripletail Shares</u>	<u>McDevitt Shares</u>	<u>Purchase Price</u>
Global Undervalued	168,044		\$ 378,099
Securities Master Fund, LP		81,956	\$ 184,401
TOTAL:	168,044	81,956	\$ 562,500

EXHIBIT B

Stock Power and Assignment Separate From Certificate

FOR VALUE RECEIVED, the undersigned hereby sells, assigns, and transfers unto **Global Undervalued Securities Master Fund, LP** 168,044 shares of the Common Stock of InfuSystem Holding, Inc. (the "Company"). Such shares stand in the undersigned's name on the books of said corporation represented by Certificate No. IH1047. The undersigned does hereby irrevocably constitute the Secretary of the Company as attorney-in-fact, with full power of substitution, to transfer said stock on the books of said corporation.

Dated: May 15, 2012

TRIPLETAIL, LLC

By: _____
Sean McDevitt, Manager

STOCK POWER AND ASSIGNMENT SEPARATE FROM CERTIFICATE

EXHIBIT B

Stock Power and Assignment For Uncertificated Shares

FOR VALUE RECEIVED, the undersigned hereby sells, assigns, and transfers unto **Global Undervalued Securities Master Fund, LP** 81,956 shares of the Common Stock of InfuSystem Holding, Inc. (the "Company"). Such shares are not represented by certificates, are held in account no. 214-501405 at Credit Suisse Securities USA LLC, stand in the undersigned's name on the books of said corporation. The undersigned does hereby irrevocably constitute the Secretary of the Company as attorney-in-fact, with full power of substitution, to transfer said stock on the books of said corporation.

Dated: May 15, 2012

By: _____
Sean McDevitt, an individual

STOCK POWER AND ASSIGNMENT FOR UNCERTIFICATED SHARES