

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

SCHEDULE 13D

**Under the Securities Exchange Act of 1934
(Amendment No. 1)***

InfuSystem Holdings, Inc.

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

45685K102
(CUSIP Number)

**RYAN J. MORRIS
MESON CAPITAL PARTNERS LLC
2687 California Street
San Francisco, California 94115
(607) 279-5382**

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

November 30, 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 Rule 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	NAMES OF REPORTING PERSONS Meson Capital Partners LP	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (SEE INSTRUCTIONS) (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS (SEE INSTRUCTIONS) WC	
5	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION New York	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 1,512,450
	8	SHARED VOTING POWER -0-
	9	SOLE DISPOSITIVE POWER 1,512,450
	10	SHARED DISPOSITIVE POWER -0-
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 1,512,450	
12	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS) <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 6.9%	
14	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS) PN	

1	NAMES OF REPORTING PERSONS Meson Capital Partners LLC	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (SEE INSTRUCTIONS) (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS (SEE INSTRUCTIONS) WC	
5	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e) <input type="checkbox"/>	
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 1,754,210
	9	SOLE DISPOSITIVE POWER -0-
	10	SHARED DISPOSITIVE POWER 1,754,210
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 1,754,210	
12	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS) <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 7.9%	
14	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS) OO (Limited Liability Company)	

1	NAMES OF REPORTING PERSONS Ryan J. Morris	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (SEE INSTRUCTIONS) (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS (SEE INSTRUCTIONS) WC, PF	
5	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION Canada	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 241,760
	8	SHARED VOTING POWER 1,512,450
	9	SOLE DISPOSITIVE POWER 241,760
	10	SHARED DISPOSITIVE POWER 1,512,450
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 1,754,210	
12	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS) <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 7.9%	
14	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS) IN	

Explanatory Note

This Amendment No. 1 to Schedule 13D (“Amendment No. 1”) is being filed on behalf of the Reporting Persons, as such term is defined in the Schedule 13D filed on May 11, 2012 (the “Schedule 13D”), to amend and supplement the Schedule 13D. Each Item below amends and supplements the information disclosed under the corresponding Item of the Schedule 13D. Unless otherwise indicated herein, capitalized terms used but not defined in this Amendment No. 1 shall have the same meaning herein as are ascribed to such terms in the Schedule 13D. Except as set forth herein, this Amendment No. 1 does not modify any of the information previously reported by the Reporting Persons in the Schedule 13D.

Item 4. Purpose of Transaction

As disclosed in the Issuer’s Current Report on Form 8-K, as filed with the SEC on December 3, 2012 (the “Form 8-K”), in connection with InfuSystem Holdings, Inc., and certain of its direct and indirect subsidiaries entering into a Credit Agreement with Wells Fargo Bank, National Association as administrative agent, lead arranger, book runner, syndication agent and documentation agent (the “Agent” or “Wells Fargo”) on November 30, 2012, the Reporting Persons entered into a Voting Agreement with the Agent, pursuant to which the Reporting Persons have agreed to vote all shares of Issuer stock which they own at the time a stockholder vote is conducted in favor of the Amendment to the Issuer’s Amended and Restated Certificate of Incorporation to delete Article “Eighth” of the Amended and Restated Certificate of Incorporation as set forth in the Form 8-K.

The foregoing description of the Voting Agreement is qualified in its entirety by the terms of the Voting Agreement which is attached as Exhibit A hereto and incorporated by reference herein.

Item 5. Interest in Securities of the Issuer

(a) and (b) In the aggregate, the Reporting Persons may be deemed to beneficially own 1,754,210 shares of Common Stock of the Issuer, or 7.9% of the issued and outstanding shares of Common Stock.

The calculation of percentage ownership is based on 21,980,806 shares of Common Stock outstanding as of November 10, 2012, as reported by the Issuer in its Quarterly Report on Form 10-Q, plus 208,334 shares of Common Stock that would be issued upon the exercise of options held by Mr. Morris that have vested or will vest within the next 60 days.

Meson LP beneficially owns and has voting and dispositive power over 1,512,450 shares of Common Stock (the “Meson LP Shares”), or 6.9% of the issued and outstanding Common Stock.

As general partner of Meson LP, Meson LLC may be deemed to have the shared power to vote or direct the vote of (and the shared power to dispose or direct the disposition of) the Meson LP Shares. Meson LLC does not own any shares of Common Stock directly and disclaims beneficial ownership of the Meson LP Shares.

As managing member of Meson LLC, Mr. Morris may be deemed to have the shared power to vote or direct the vote of (and the shared power to dispose or direct the disposition of) any shares of Common Stock beneficially owned by Meson LLC. In addition, Mr. Morris beneficially owns and has voting and dispositive power over 33,426 shares of Common Stock, 166,667 options which are presently vested, and 41,667 options scheduled to vest in the next 60 days (collectively the “Morris Shares”), or 1.1% of the issued and outstanding Common Stock.

As an entity which is managed by Mr. Morris, Meson LLC may be deemed to have the shared power to vote or direct the vote of (and the shared power to dispose or direct the disposition of) the Morris Shares. Meson disclaims beneficial ownership of the Morris Shares.

(c) During the last 60 days the Reporting Persons had no transactions in the Common Stock of the Issuer.

(d) Not applicable

(e) Not applicable.

Item 6. Contracts, Arrangements, Undertakings or Relationships with Respect to Securities of Issuer

In addition to the “Standstill Period” as previously disclosed in the Schedule 13D, which remains in full force and effect, the information set forth in Item 4 above is hereby incorporated by reference in response to this Item 6 regarding the Voting Agreement.

Item 7. Material to be Filed as Exhibits

Exhibit A Voting Agreement dated November 30, 2012

Exhibit B Joint Filing Agreement

SIGNATURES

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

Dated: January 8, 2013

MESON CAPITAL PARTNERS LP

By: Meson Capital Partners LLC its General Partner

By: /s/ Ryan J. Morris

Name: Ryan J. Morris

Title: Manager

MESON CAPITAL PARTNERS LLC

By: /s/ Ryan J. Morris

Name: Ryan J. Morris

Title: Managing Partner

RYAN J. MORRIS, INDIVIDUALLY

/s/ Ryan J. Morris

Ryan J. Morris

VOTING AGREEMENT

THIS VOTING AGREEMENT (this "Agreement") is made as of November 30, 2012, by and among **INFUSYSTEM HOLDINGS, INC.**, a Delaware corporation (the "Company"), Wells Fargo Bank, National Association, as "Agent" (as defined under the Credit Agreement (as defined below)) and the stockholders of the Company that have executed a signature page to this Agreement (each referred to herein as a "Supporting Stockholder" and collectively, as the "Supporting Stockholders").

WHEREAS, each of the Supporting Stockholders is, as of the date hereof, the owner of such number of shares (which may be zero) of the Company's common stock, par value \$0.0001 per share (the "Common Stock"), as set forth on Schedule A attached hereto;

WHEREAS, certain of the Supporting Stockholders are also, as of the date hereof, the holders of options to acquire shares of Common Stock;

WHEREAS, on the date hereof, the Company is entering into that certain Credit Agreement dated as of November , 2012 (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement") by and among the Company, InfuSystem Holdings USA, Inc., a Delaware corporation and a wholly-owned subsidiary of the Company ("Holdings"), certain subsidiaries of Holdings party thereto as "Borrowers", the lenders party thereto as "Lenders" (each of such Lenders, together with its successors and assigns, is referred to hereinafter as a "Lender"), Agent, and certain other parties thereto (the "Credit Agreement");

WHEREAS, as stockholders or option holders of the Company, the Supporting Stockholders will derive a benefit from the Company and its subsidiaries entering into the Credit Agreement;

WHEREAS, the execution and delivery of this Agreement is a condition precedent to the execution and delivery of the Credit Agreement;

WHEREAS, Article Eighth of the Company's Certificate of Incorporation (the "Charter"), attached hereto as Exhibit A, contains the following provision (the "Provision");

"Whenever a compromise or arrangement is proposed between this corporation and its creditors or any class of them and/or between this corporation and its stockholders or any class of them, any court of equitable jurisdiction within the State of Delaware may, on the application in a summary way of this corporation or of any creditor or stockholder thereof or on the application of any receiver or receivers appointed for this corporation under Section 291 of Title 8 of the Delaware Code or on the application of trustees in dissolution or of any receiver or receivers appointed for this corporation under Section 279 of Title 8 of the Delaware Code order a meeting of the creditors or class of creditors, and/or of the stockholders or class of stockholders of this corporation, as the case may be, to be summoned in such manner as the said court directs. If a majority in number representing three fourths in value of the creditors or class of creditors, and/or of the stockholders or class of stockholders of this corporation, as the case may be, agree to any compromise or arrangement and to any reorganization of this corporation as a consequence of such compromise or arrangement, the said compromise or arrangement and the said reorganization shall, if sanctioned by the court to which the said application has been made, be binding on all the creditors or class of creditors, and/or on all the stockholders or class of stockholders, of this corporation, as the case may be, and also on this corporation. This Article Eighth is subject to the requirements set forth in Article Fifth, and any conflict arising in respect of the terms set forth hereunder and thereunder shall be resolved by reference to the terms set forth in Article Fifth;" and

WHEREAS, the Credit Agreement provides that the Company will seek the approval of its stockholders to amend the Charter to delete the Provision, but does not provide for a date certain by which such approval must be sought.

NOW, THEREFORE, in consideration of the foregoing, other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, and the mutual covenants and agreements hereinafter set forth, the parties hereto agree as follows:

SECTION I - Agreement.

Section 1.1. Agreement to Vote Shares.

(a) Each of the Supporting Stockholders hereby agrees that at any time prior to the termination of this Agreement, if and when the Company solicits the approval of its stockholders to amend the Charter to delete without replacement the Provision (the "Amendment"), and if at such time that a stockholder meeting occurs or a written consent is delivered, such Supporting Stockholder owns Shares (as defined below), such Supporting Stockholder will vote in favor of (whether by voting such Supporting Stockholder's Shares at a stockholder meeting or by executing a written consent or otherwise) of the Amendment. The parties hereto acknowledge and agree that the Supporting Stockholders have no other obligations hereunder to amend the Charter other than as set forth in the Amendment, and that voting of the Shares to approve the Amendment shall satisfy each Supporting Stockholder's obligations hereunder.

(b) For the purposes of this Agreement, the term "Shares" shall mean all shares of Common Stock owned of record or beneficially owned by each Supporting Stockholder as of the record date (the "Record Date") of the stockholder meeting or written consent at or in which the Supporting Stockholder is required to vote his or its shares pursuant to Section 1.1(a) hereof. For clarity, Shares shall include all shares of Common Stock owned of record or beneficially owned by each Supporting Stockholder as of the date of this Agreement and all additional shares of Common Stock of which each Supporting Stockholder acquires, whether by purchase, grant or exercise of any option, warrants or other rights to purchase or otherwise receive shares of Common Stock, prior to the Record Date, and shall not include any shares of Common Stock sold by or otherwise transferred from such Supporting Stockholder prior to the Record Date (which such right to sell or otherwise transfer Shares shall not be infringed by this Agreement) or any unexercised options, warrants or rights to purchase or otherwise receive shares of Common Stock owned of record or beneficially owned by each Supporting Stockholder on the Record Date.

Section 1.2. Each Supporting Stockholder hereby represents and warrants as follows:

(a) the Supporting Stockholder has the full power and authority to execute and deliver this Agreement and to perform the Supporting Stockholder's obligations hereunder;

(b) this Agreement has been duly executed and delivered by the Supporting Stockholder and is a valid and legally binding agreement with respect to the Supporting Stockholder, enforceable in accordance with its terms (except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent transfer and similar laws of general applicability relating to or affecting creditors' rights or by general equity principles); and

(c) the Supporting Stockholder, as of the date hereof, is the owner of such number of shares of Common Stock (which may be zero) indicated opposite such Supporting Stockholder's name on Schedule A, free and clear of any liens, claims, charges or other encumbrances or restrictions of any kind whatsoever and, with respect to such shares held as of the date hereof, the Supporting Stockholder has sole, and otherwise unrestricted, voting and investment power, and none of such shares are subject to any voting trust or other agreement, arrangement or restriction with respect to the voting of such shares, except as contemplated by this Agreement.

Section 1.3. Agent hereby represents and warrants as follows:

(a) Agent has the full power and authority to execute and deliver this Agreement and to perform Agent's obligations hereunder; and

(b) this Agreement has been duly executed and delivered by Agent and is a valid and legally binding agreement with respect to Agent, enforceable in accordance with its terms (except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent transfer and similar laws of general applicability relating to or affecting creditors' rights or by general equity principles).

SECTION II - Miscellaneous Provisions.

Section 2.1. Termination. This Agreement shall terminate and be of no further force or effect (i) with respect to each Supporting Stockholder, upon the Supporting Shareholder ceasing to either own shares of Common Stock or hold options, warrants or rights to purchase or otherwise receive shares of Common Stock; (ii) as to all parties hereto, upon the approval of the stockholders of the Company of the Amendment; (iii) as to all parties hereto, upon such date as the Credit Agreement shall have been terminated in accordance with its terms; or (iv) upon the execution of a written agreement by all parties hereto. Notwithstanding the preceding sentence, Section II hereof shall survive any termination of this Agreement.

Section 2.2. Counterparts. This Agreement may be executed in one or more counterparts and by the parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which together shall be deemed to constitute one and the same agreement.

Section 2.3. Remedies. It is specifically understood and agreed that any breach of the provisions of this Agreement by any Person subject hereto will result in irreparable injury to the other parties hereto, that the remedy at law alone will be an inadequate remedy for such breach, and that, in addition to any other legal or equitable remedies which they may have, such other parties may enforce their respective rights by actions for specific performance (to the extent permitted by law).

Section 2.4. Law Governing. This Agreement shall be construed and enforced in accordance with and governed by the laws of the State of Delaware.

Section 2.5. Successors and Assigns; Amendments. This Agreement shall be binding upon and inure to the benefit of the respective successors and permitted assigns of the parties hereto. This Agreement may not be amended, supplemented or modified, and no provisions hereof may be modified or waived, except by an instrument in writing signed by each party hereto.

Section 2.6. Third Party Beneficiaries. The Lenders and Agent under the Credit Agreement shall be deemed to be third party beneficiaries of this Agreement.

Section 2.7. Event of Default. The failure of any Supporting Stockholder to vote his or its Shares, if any, in favor of the Amendment shall constitute an event of default under this Agreement (an "Event of Default").

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Voting Agreement to be duly executed as of the date first set forth above.

INFUSYSTEM HOLDINGS, INC.

By: _____
Name: Dilip Singh
Title: Chief Executive Officer

[SIGNATURE PAGE TO VOTING AGREEMENT (AKA SUPPORT AGREEMENT)]

**WELLS FARGO BANK, NATIONAL
ASSOCIATION,**

a national banking association, as Agent

By: _____
Name: Stacy Hopkins
Title: Senior Vice President

[SIGNATURE PAGE TO VOTING AGREEMENT (AKA SUPPORT AGREEMENT)]

BOSTON AVENUE CAPITAL LLC

By: _____
Name: _____
Title: _____

[SIGNATURE PAGE TO VOTING AGREEMENT (AKA SUPPORT AGREEMENT)]

MESON CAPITAL PARTNERS LP

**By: Meson Capital Partners LLC, its General
Partner**

By: _____
Name: Ryan J. Morris
Title: Manager

[SIGNATURE PAGE TO VOTING AGREEMENT (AKA SUPPORT AGREEMENT)]

John Climaco, an individual

David Dreyer, an individual

Charles Gillman, an individual

Ryan J. Morris, an individual

Dilip Singh, an individual

Joseph Whitters, an individual

Wayne Yetter, an individual

[SIGNATURE PAGE TO VOTING AGREEMENT (AKA SUPPORT AGREEMENT)]

Schedule A

<u>Supporting Stockholder</u>	<u>Shares of Common Stock Owned as of</u> <u>November , 2012</u>
Boston Avenue Capital LLC	82,327
Meson Capital Partners LP	1,512,450
John Climaco	0
David Dreyer	115,000
Charles Gilman	0
Ryan J. Morris	33,426
Dilip Singh	0
Joseph Whitters	100,000
Wayne Yetter	388,305

JOINT FILING AGREEMENT

The undersigned, being duly authorized thereunto, hereby execute this agreement as an exhibit to this Schedule 13D to evidence the agreement of the below-named parties, in accordance with the rules promulgated pursuant to the Securities Exchange Act of 1934, to file this Schedule jointly on behalf of each such party.

Dated: January 8, 2013

MESON CAPITAL PARTNERS LLC

By: /s/ Ryan J. Morris

Name: Ryan J. Morris

Title: Managing Partner

MESON CAPITAL PARTNERS LP

By Meson Capital Partners, LLC, its General Partner

By: /s/ Ryan J. Morris

Name: Ryan J. Morris

Title: Managing Member

RYAN J. MORRIS, INDIVIDUALLY

/s/ Ryan J. Morris

Ryan J. Morris