

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Medimart Pharmacy, L.L.C. | | 03/09/2004 | LIMITED LIABILITY COMPANY: MISSOURI |
| RECEIVING PARTY DATA | | | |
| Name: | Apria Healthcare, Inc. | | |
| Street Address: | 26220 Enterprise Court | | |
| City: | Lake Forest | | |
| State/Country: | CALIFORNIA | | |
| Postal Code: | 92630 | | |
| Entity Type: | CORPORATION: DELAWARE | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 2748165 | STAR MEDICAL RX | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | (650)251-5002 | | |
| | <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | | |
| Phone: | (650) 251-6108 | | |
| Email: | jmull@stblaw.com | | |
| Correspondent Name: | Marcela Robledo | | |
| Address Line 1: | 2550 Hanover St. | | |
| Address Line 4: | Palo Alto, CALIFORNIA 94304 | | |
| ATTORNEY DOCKET NUMBER: | 010395/1059 | | |
| NAME OF SUBMITTER: | J. Jason Mull | | |
| Signature: | /J. Jason Mull/ | | |
| Date: | 10/08/2008 | | |

OP \$40.00 2748165

Total Attachments: 5

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TRADEMARK ASSIGNMENT

This Trademark Assignment (the "Assignment") is made effective and entered into this 1st day of March, 2004 ("Effective Date"), by and between Medimart Pharmacy, L.L.C., a Missouri limited liability company, located and doing business at 1926 Linn Street North Kansas City, Missouri 64116 ("Assignor") and Apria Healthcare, Inc., a Delaware corporation located and doing business at 26220 Enterprise Court, Lake Forest, California 92630 ("Assignee"). Assignor and Assignee hereinafter may be referred to individually as a "party" and collectively as the "parties."

RECITALS

Assignor has adopted, has used and is using the trademark and service mark, trade style, logo, and other source or business identifiers for the mark STAR MEDICAL RX (the "Mark"), which Mark is registered in the United States Patent and Trademark Office, Registration No. 2748165 (the "Registration"). Assignor owns all right, title and interest in and to the Mark, including the goodwill associated therewith.

Assignee is desirous of acquiring all right, title and interest in and to the Mark, the Registration, and all goodwill associated therewith.

THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

AGREEMENT

1. Assignment

A. Assignor hereby assigns, transfers, and delivers to Assignee all of its rights, title and interest in and to the Mark, including the Registration and any and all other registrations or pending applications therefor (whether state, federal, foreign or international), and the goodwill of the business symbolized thereby, and all proceeds thereof, including, without limitation, any and all causes of action for infringement and any and all royalties for any licenses thereof (collectively, the "Assets"), the Assets to be held and enjoyed by Assignee, for its own use, and for the use of its successors, assigns or other legal representatives, as fully and entirely as the same would have been enjoyed by the Assignor, had this Assignment not been made.

B. Assignor agrees that the Assets, as defined herein include all rights to sue, bring actions for and recover and hold damages, profits and other compensation for any and all past and future infringements and unauthorized uses of the Mark, including without limitation, the right to sue third parties for past infringement, dilution, cyber-piracy, unfair competition and counterfeiting of the Mark and to recover and hold all damages, profits and other compensation arising from such third party's unlawful acts which may have occurred prior to the Effective Date of this Assignment.

C. Assignor shall, at the request of Assignee or its counsel and at no additional compensation, execute, acknowledge and deliver all such further acts, deeds, assignments, transfers, powers of attorney and assurances as may be required to carry out the intent of this Assignment, and to transfer and vest title to and in the Assets and to procure, maintain, enforce and protect the right, title and interest in and enjoyment of all of the Assets assigned, transferred and conveyed to Assignee pursuant to this Assignment; provided, however, this Assignment shall be effective regardless of whether any such additional documents are executed. Without limiting the generality of the foregoing, Assignor hereby irrevocably appoints Assignee

and its duly authorized officers and agents as Assignor's agent and attorney-in-fact, which appointment is coupled with an interest, for and on Assignor's behalf, if the Assignee is unable for any reason to secure Assignor's signature, to assign all of such ownership interest and rights to Assignee and to execute and file any instruments or documents and to do all other lawfully permitted acts to further the intent of this Assignment, with the same legal force and effect as if executed by Assignor. Further, Assignor shall cooperate with Assignee, at no additional compensation, by executing any and all papers; by providing affidavits; by giving testimony; and doing any and all acts which Assignee may determine necessary, in its reasonable discretion, to carry out the intent of this Assignment and to enforce Assignee's rights against third parties. Notwithstanding anything to the contrary herein contained, Assignor and Assignee agree that Assignee shall reimburse Assignor for any out-of-pocket expenses incurred by Assignor while engaged in any activity requested by Assignee or its counsel.

2. Consideration

Assignor acknowledges and agrees that Assignee has, pursuant to the terms and conditions of the Asset Purchase Agreement, made payment to Assignor of sufficient consideration for the transfer provided herein. Assignor understands and agrees that Assignor shall not be entitled to any further monies or other compensation under this Assignment including, without limitation, any fees associated with the commercialization of the Mark.

3. Representations and Warranties

Assignor represents and warrants to Assignee that:

A. Assignor is the exclusive owner of all right, title and interest in and to the Assets and has the authority to assign all right, title and interest in and to the Assets to Assignee under this Assignment. Further, the execution of this Assignment and performance of the transactions contemplated herein have been approved by Assignor and will not conflict with or result in any breach of any of the terms, conditions or provisions of, or constitute a default under, any agreement to which Assignor is a party or by which Assignor is bound.

B. Assignor has not sold, transferred, licensed, assigned, encumbered, pledged, agreed to limit, or leased any right, title or interest in or to the Assets to any third party. The Assets are not subject to any security interest or mortgage (and are without any obligation to any person or entity for royalties, fees or commissions).

C. Assignor's rights in and to the Marks are valid and enforceable and have not been challenged in any judicial or administrative proceeding; and Assignor's execution and performance of this Assignment, the transactions contemplated herein and Assignee's use of the Mark will not infringe, misappropriate, misuse or conflict with the rights, including the intellectual property or contractual rights, of third parties.

D. As of the Effective Date, Assignor is without knowledge that any person or entity or such person's or entity's business or products has infringed, misused, misappropriated or conflicted with the Mark or currently is infringing, misusing, misappropriating or conflicting with the Mark.

E. As of the Effective Date, there are no actions, suits, claims, disputes or proceedings or governmental investigations pending or threatened against Assignor with respect to the Mark, or the use thereof by Assignor, either at law or in equity, before any court or administrative agency or before any governmental department, commission, board, bureau, agency or instrumentality, or before any arbitration

board or panel whether located in the United States or a foreign country. As of the Effective Date, Assignor has not failed to comply with any law, rule, regulation, writ, judgment, injunction, decree, determination, award or other order of any court or other governmental agency or instrumentality, domestic or foreign, which failure in any case would in any material respect impair any rights of Assignee under this Assignment.

F. The Mark is in good standing and has not been abandoned.

G. The Mark, as identified in the Registration, constitutes all of the current trademarks, trade names, corporate names, company names, business names, trade styles, service marks, logos, and other source or business identifiers of Assignor in connection with the designation reflected or represented by the Mark.

4. **Indemnification.**

Assignor shall defend, indemnify, and hold harmless Assignee, its directors, officers, employees, agents, subsidiaries, affiliates, subcontractors, representatives and assignees (collectively, the "Indemnified Persons") from and against, and will pay to Assignee and the Indemnified Persons the amount of, any loss, liability, claim, damage, lost profits and expenses (including costs of investigation and defense and reasonable attorneys' fees) arising from or in connection with any breach of this Assignment by Assignor.

5. **General**

A. The interpretation, construction and performance of this Assignment and the rights and remedies of the parties hereunder shall in all respects be governed by the laws of the state of Missouri without regard to conflicts of law principles.

B. In the event that any one or more of the provisions contained in this Assignment shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Assignment, and all other provisions shall remain in full force and effect. If any of the provisions of this Assignment is held to be excessively broad or invalid, illegal or unenforceable in any jurisdiction, it shall be reformed and construed by limiting and reducing it so as to be enforceable to the maximum extent permitted by law in conformance with its original intent.

C. Assignee shall have the right to assign its rights, in whole or in part, under this Assignment and shall inure to the benefit of Assignee's respective successors and assigns.

D. This Assignment shall be binding upon Assignor's successors and assigns, and upon all others acting by, through, with or under Assignor's direction or control, and all those in privity with Assignor.

E. This Assignment supersedes all prior agreements between the parties with respect to its subject matter and constitutes a complete and exclusive statement of the terms of the agreement between the parties with respect to its subject matter. This Assignment may not be amended except by a written agreement executed by the party to be charged with the amendment.

F. This Assignment may be executed in counterparts and each taken together shall constitute one and the same document. Likewise, this Assignment may be executed by facsimile signatures, each of which shall constitute an original signature.

TM Assignment

G. The persons signing below represent and warrant that they have the authority to execute this document on behalf of the respective entities. Further, each party has full legal power and authority to enter into and perform this Assignment in accordance with its terms.

H. The rights and remedies of the parties to this Assignment are cumulative and not alternative. Neither the failure nor any delay by any party in exercising any right, power, or privilege under this Assignment or the documents referred to in this Assignment will operate as a waiver of such right, power, or privilege, and no single or partial exercise of any such right, power, or privilege will preclude any other or further exercise of such right, power, or privilege or the exercise of any other right, power, or privilege.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed as of the Effective Date.

Assignor: Medimart Pharmacy, L.L.C.

Date: March 9, 2004

By: Bond
Name: Bond
Title: President

Assignee: Apria Healthcare, Inc.

Date: _____

By: _____
Name: _____
Title: _____

STATE OF Missouri)
COUNTY OF Clay) ss.

The foregoing Assignment was subscribed and sworn to before me this 9th day of March 2004 by Bond as Manager of Medimart Pharmacy, L.L.C.

Witness my hand and official seal.

My commission expires: August 24, 2006.

GRACE E. BALES
Notary Public - Notary Seal
State of Missouri
Clay County
My Commission Expires Aug. 24, 2006

Grace E. Bales
Notary Public

