

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Apria Healthcare Group Inc.		10/28/2008	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	Bank of America, N.A., as Term Debt Collateral Agent
Street Address:	1455 Market Street
City:	San Francisco
State/Country:	CALIFORNIA
Postal Code:	94103
Entity Type:	National Association: NORTH CAROLINA

PROPERTY NUMBERS Total: 15

Property Type	Number	Word Mark
Registration Number:	3437644	APRIA
Registration Number:	2724757	APRIA GREAT ESCAPES
Registration Number:	2297368	APRIA HEALTHCARE
Registration Number:	3437645	APRIA HEALTHCARE
Registration Number:	2232498	APRIA HEALTHCARE
Registration Number:	2645595	APRIA HOMECARE ESSENTIALS
Registration Number:	3303530	APRIA PHARMACY NETWORK
Registration Number:	3054223	APRIA RESPIRATORY ASSIST
Registration Number:	3220639	HEALING BEGINS AT HOME
Registration Number:	2987407	OXYGEN ASSIST
Registration Number:	1699458	RESPIMED
Registration Number:	1618113	WASSEROTT'S
Registration Number:	2844293	W WASSEROTT'S EVERYTHING MEDICAL SINCE 1924
Serial Number:	78539998	APRIA HEALTHCARE

OP \$390.00 3437644

Serial Number:

78980515

APRIA HEALTHCARE

CORRESPONDENCE DATA

Fax Number: (212)859-4000

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 212-859-8000

Email: teas@friedfrank.com

Correspondent Name: Henry Lebowitz

Address Line 1: 1 New York Plaza

Address Line 2: Fried Frank LLP

Address Line 4: New York, NEW YORK 10004

ATTORNEY DOCKET NUMBER:

30029 (3346)

NAME OF SUBMITTER:

Arianne de Govia

Signature:

/Arianne H. de Govia/

Date:

10/31/2008

Total Attachments: 5

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**GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS**

Trademark Security Agreement, dated as of October 28, 2008, by and between Apria Healthcare Group Inc., a corporation formed under the laws of Delaware (the "Grantor"), in favor of BANK OF AMERICA, N.A., in its capacity as Collateral Agent pursuant to the Bridge Loan Agreement dated as of October 28, 2008 (in such capacity, the "Grantee").

WITNESSETH:

WHEREAS, the Grantor is party to a Security Agreement of even date herewith (the "Security Agreement") in favor of the Grantee pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Grantee, for the benefit of the Secured Parties, to enter into the Bridge Loan Agreement, the Grantor hereby agrees with the Grantee as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Grantor hereby pledges and grants to the Grantee for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the United States Trademarks of the Grantor including, without limitation, those items listed on Schedule I attached hereto and all Proceeds of any and all of the foregoing; provided that with respect to any United States Trademarks, applications in the United States Patent and Trademark Office to register Trademarks on the basis of any Grantor's "intent to use" such Trademarks will not be deemed to be Collateral unless and until a "Statement of Use" or "Amendment to Allege Use" has been filed and accepted in the United States Patent and Trademark Office, whereupon such application shall be automatically subject to the security interest granted herein and deemed to be included in the Collateral.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. Grantor hereby acknowledges and affirms that the rights and remedies of the Grantee with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. The Security Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office.

SECTION 5. Termination. Upon the payment in full of the Obligations and termination of the Security Agreement, the Grantee shall, at the reasonable request of the Grantor, execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, lien and security interest in the Trademarks listed on Schedule I attached hereto.

SECTION 6. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

[signature page follows]

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized offer as of the date first set forth above.

Very truly yours,

APRIA HEALTHCARE GROUP INC.

By: Robert S. Holcombe

Name: Robert S. Holcombe
Title: Executive Vice President, General
Counsel and Secretary

Signature Page to Apria Trademark Security Agreement-Bridge

Accepted and Agreed:

BANK OF AMERICA, N.A.,
as Collateral Agent and Grantee

By: 

Name:

Title:

David H. Strickert
Senior Vice President

Signature Page to Apria Trademark Security Agreement-Bridge

Schedule I

Trademark	Serial No.	Filing Date	Reg. No.	Reg. Date
APRIA	78/538,197	12/24/2004	3,437,644	05/27/2008
APRIA GREAT ESCAPES	75/919,113	9/9/1999	2,724,757	6/10/2003
APRIA HEALTHCARE (Class 05,42)	75/389,297	11/13/1997	2,297,368	12/7/1999
APRIA HEALTHCARE (Class 05, 10, 12)	78/538,198	12/24/2004	3,437,645	05/27/2008
APRIA HEALTHCARE	74/710,078	8/2/1995	2,232,498	3/16/1999
APRIA HOMECARE ESSENTIALS	76/321,047	10/4/2001	2,645,595	11/5/2002
APRIA PHARMACY NETWORK	78/538,195	12/24/2004	3,303,530	10/2/2007
APRIA RESPIRATORY ASSIST	78/539,988	12/30/2004	3,054,223	1/31/2006
HEALING BEGINS AT HOME	78/570,839	2/18/2005	3,220,639	3/20/2007
OXYGEN ASSIST	78/380,103	3/8/2004	2,987,407	8/23/2005
RESPIMED	74/148,131	3/15/1991	1,699,458	7/7/1992
WASSEROTT'S	73/811,928	7/11/1989	1,618,113	10/16/1990
W WASSEROTT'S EVERTHING MEDICAL SINCE 1924 & DESIGN	76/450,880	9/17/2002	2,844,293	5/25/2004
APRIA HEALTHCARE	78/539,998	12/30/2004	N/A	N/A
APRIA HEALTHCARE	78/980,515	12/30/2004	N/A	N/A

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