

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
Coram, Inc		10/28/2008	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Bank of America, N.A., as Revolving Facility Collateral Agent
Street Address:	335 Madison Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10017
Entity Type:	National Association: NORTH CAROLINA

PROPERTY NUMBERS Total: 31

Property Type	Number	Word Mark
Registration Number:	2763963	CORAM
Registration Number:	2763962	CORAM HEALTHCARE
Registration Number:	2755831	CELEBRATION OF LIFE CIRCLE
Registration Number:	2889862	HEMO-PHIL-A-SAURUS
Registration Number:	2889864	VON-W-RAPTOR
Registration Number:	2889863	
Registration Number:	3014544	COAG-A-DACTYL
Registration Number:	2930441	
Registration Number:	2947475	DAWN-W-RAPTOR
Registration Number:	2935932	
Registration Number:	2761457	CORAM HEALTHCARE ONE TO ONE NUTRITION SUPPORT CONSUMER SATISFACTION PROGRAM
Registration Number:	3014543	CORAM'S DINO-MITE TEAM
Registration Number:	3374859	CORAM SPECIALTY INFUSION SERVICES
Registration Number:	3374860	RX ORAM SPECIALTY INFUSION SERVICES

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Registration Number:	3374861	CORAM SPECIALTY INFUSION SERVICES
Registration Number:	3374862	RX CORAM SPECIALTY INFUSION SERVICES
Registration Number:	3374863	CORAMRX SPECIALTY PHARMACY SERVICES
Registration Number:	3374867	RX CORAMRX SPECIALTY PHARMACY SERVICES
Registration Number:	3374866	CORAMRX SPECIALTY PHARMACY SERVICES
Registration Number:	3374864	CORAMRX SPECIALTY PHARMACY SERVICES
Registration Number:	2917777	
Serial Number:	77475470	EYEON
Serial Number:	77412866	EYEON THERAPY MANAGEMENT
Serial Number:	77405503	CORAM SPECIALTY INFUSION SERVICES AN APRIA HEALTHCARE COMPANY
Serial Number:	77405468	CORAM SPECIALTY INFUSION SERVICES AN APRIA HEALTHCARE COMPANY
Serial Number:	77405488	CORAMRX SPECIALTY PHARMACY SERVICES AN APRIA HEALTHCARE COMPANY
Serial Number:	77405479	CORAMRX SPECIALTY PHARMACY SERVICES AN APRIA HEALTHCARE COMPANY
Serial Number:	77405496	RX CORAM SPECIALTY INFUSION SERVICES AN APRIA HEALTHCARE COMPANY
Serial Number:	77405464	RX CORAM SPECIALTY INFUSION SERVICES AN APRIA HEALTHCARE COMPANY
Serial Number:	77405483	RX CORAMRX SPECIALTY PHARMACY SERVICES AN APRIA HEALTHCARE COMPANY
Serial Number:	77405473	RX CORAMRX SPECIALTY PHARMACY SERVICES AN APRIA HEALTHCARE COMPANY

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
NAME OF SUBMITTER:	Arianne de Govia
Signature:	/Arianne H. de Govia/

Date:

10/31/2008

Total Attachments: 6

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

Trademark Security Agreement, dated as of October 28, 2008, by and between Coram, 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 Credit 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 Credit 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,

CORAM, INC.

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

Accepted and Agreed:

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

By: _____
Name:
Title:

Signature Page to Coram, Inc. Trademark Security Agreement

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TRADEMARK
REEL: 003881 FRAME: 0324

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

Very truly yours,

CORAM, INC.

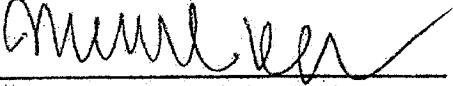
By: _____

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

Accepted and Agreed:

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

By: _____


Name: MICHAEL LEMISZKO
Title: SENIOR VICE PRESIDENT

Signature Page to Coram, Inc. Trademark Security Agreement

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Schedule I

Name of Mark	Registration/App#	Registration/App Date
CORAM	2,763,963	09/16/2003
CORAM HEALTHCARE	2,763,962	09/16/2003
CELEBRATION OF LIFE CIRCLE AND DESIGN	2,755,831	08/26/2003
HEMO-PHIL-A-SAURUS AND DESIGN (CHARACTER)	2,889,862	09/28/2004
VON-W-RAPTOR AND DESIGN (CHARACTER)	2,889,864	09/28/2004
VON-W-RAPTOR (CHARACTER)	2,889,863	09/28/2004
COAG-A-DACTYL	3,014,544	11/15/2005
COAG-A-DACTYL DESIGN (CHARACTER)	2,930,441	03/08/2005
DAWN-W-RAPTOR	2,947,475	05/10/2005
DAWN-W RAPTOR DESIGN (CHARACTER)	2,935,932	03/29/2005
CORAM HEALTHCARE ONE TO ONE NUTRITION SUPPORT CONSUMER SATISFACTION PROGRAM	2,761,457	09/09/2003
CORAM'S DINO-MITE TEAM	3,014,543	11/15/2005
CORAM SPECIALTY INFUSION SERVICES	3,374,859	01/29/2008
RX ORAM SPECIALTY INFUSION SERVICES	3,374,860	01/29/2008
CORAM SPECIALTY INFUSION SERVICES	3,374,861	01/29/2008
RX CORAM SPECIALTY INFUSION SERVICES	3,374,862	01/29/2008
CORAMRX SPECIALTY PHARMACY SERVICES	3,374,863	01/29/2008
RX CORAMRX SPECIALTY PHARMACY SERVICES	3,374,867	01/29/2008
CORAMRX SPECIALTY PHARMACY SERVICES	3,374,866	01/29/2008
CORAMRX SPECIALTY PHARMACY SERVICES	3,374,864	01/29/2008
HEMO-PHIL-A-SAURUS DESIGN	2,917,777	01/11/2005
EYEON	77/475,470	05/15/2008
EYEON THERAPY MANAGEMENT	77/412,866	03/04/2008
CORAM SPECIALTY INFUSION SERVICES AN APRIA HEALTHCARE COMPANY	77/405,503	02/25/2008

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Name of Mark	Registration/App#	Registration/App Date
CORAM SPECIALTY INFUSION SERVICES AN APRIA HEALTHCARE COMPANY	77/405,468	02/25/2008
CORAMRX SPECIALTY PHARMACY SERVICES AN APRIA HEALTHCARE COMPANY	77/405,488	02/25/2008
CORAMRX SPECIALTY PHARMACY SERVICES AN APRIA HEALTHCARE COMPANY	77/405,479	02/25/2008
RX CORAM SPECIALTY INFUSION SERVICES AN APRIA HEALTHCARE COMPANY	77/405,496	02/25/2008
RX CORAM SPECIALTY INFUSION SERVICES AN APRIA HEALTHCARE COMPANY	77/405,464	02/25/2008
RX CORAMRX SPECIALTY PHARMACY SERVICES AN APRIA HEALTHCARE COMPANY	77/405,483	02/25/2008
RX CORAMRX SPECIALTY PHARMACY SERVICES AN APRIA HEALTHCARE COMPANY	77/405,473	02/25/2008

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