

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.		08/13/2009	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	U.S. Bank National Association, as Term Debt Collateral Agent		
Street Address:	60 Livingston Avenue		
Internal Address:	EP-MN-WS3C		
City:	St. Paul		
State/Country:	MINNESOTA		
Postal Code:	55107-1419		
Entity Type:	National Association: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	77717900	RECOVER WOUND CARE PROGRAM	
CORRESPONDENCE DATA			
Fax Number:	(212)859-4000		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	2128598000		
Email:	teas@ffhsj.com		
Correspondent Name:	Julie Newman, Fried Frank, et al.		
Address Line 1:	One New York York Plaza		
Address Line 4:	New York, NEW YORK 10004		
ATTORNEY DOCKET NUMBER:	30029-207/7274		
NAME OF SUBMITTER:	Julie A. Newman		
Signature:	/JAN/		
Date:	09/03/2009		

CH \$40.00 77717900

Total Attachments: 5

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

Trademark Security Agreement, dated as of August 13, 2009, by and between Apria Healthcare Group Inc., a corporation formed under the laws of Delaware (the "Grantor"), in favor of U.S. Bank National Association, 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, dated as of October 28, 2008 (the "Security Agreement") in favor of Bank of America, N.A., pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

WHEREAS, pursuant to the Successor Collateral Agent's Certificate and Confirmation dated as of the date hereof between the Grantor, Bank of America, N.A. and the Grantee (the "Successor Certificate") the parties hereof acknowledged and agreed that the Grantee has succeeded to and assumes all of the rights and obligations of Bank of America, N.A. under the Security Agreement, becoming the successor Collateral Agent for all intents and purposes under the 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.

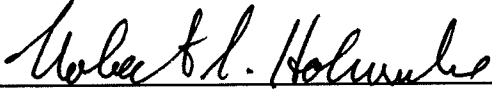
SECTION 6. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

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

Accepted and Agreed:

U.S. Bank National Association,
as Collateral Agent and Grantee

By: _____
Name:
Title:

Signature Page to Apria Trademark Security Agreement

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,

APRIA HEALTHCARE GROUP INC.

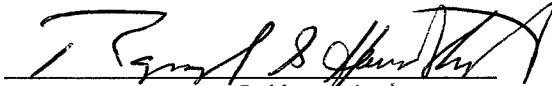
By: _____

Name:

Title:

Accepted and Agreed:

U.S. Bank National Association,
as Collateral Agent and Grantee

By: 

Name: Raymond S. Havefstock

Title: Vice President

Signature Page to Apria Trademark Security Agreement

Schedule I

Trademark	Serial No.	Filing Date	Reg. No.	Reg. Date
RECOVER WOUND CARE PROGRAM	77717,900	04/20/2009	N/A	N/A