

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	FIRST LIEN TRADEMARK SECURITY AGREEMENT		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
AMERICAN HOMEPATIENT, INC.		09/02/2010	CORPORATION: DELAWARE
AMERICAN HOMEPATIENT, INC.		09/02/2010	CORPORATION: TENNESSEE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	GENERAL ELECTRIC CAPITAL CORPORATION AS FIRST LIEN AGENT		
<b>Street Address:</b>	2 Bethesda Metro Center, Suite 600		
<b>City:</b>	Bethesda		
<b>State/Country:</b>	MARYLAND		
<b>Postal Code:</b>	20814		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	3795569	AERMEDS	
Registration Number:	3700520	AMERICAN CPAP DIRECT	
Registration Number:	1991460	AMERICAN HOMEPATIENT	
Registration Number:	3091218	CHF HEART MATTERS	
Registration Number:	3123328	REDI	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(866)502-0091		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	312-876-7700		
<b>Email:</b>	ohereliuk@hotmail.com		
<b>Correspondent Name:</b>	Latham & Watkins LLP		
<b>Address Line 1:</b>	233 South Wacker Drive, Suite 5800		
<b>Address Line 2:</b>	Dan Long, Esq		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60606		

**OP \$140.00 3795569**

ATTORNEY DOCKET NUMBER:	3795569
NAME OF SUBMITTER:	Oleh Hereliuk
Signature:	/oh/
Date:	09/15/2010
Total Attachments: 9 source=Cover Page - First Lien TSA#page1.tif source=Cover Page - First Lien TSA#page2.tif source=First Lien Trademark Security Agreement#page1.tif source=First Lien Trademark Security Agreement#page2.tif source=First Lien Trademark Security Agreement#page3.tif source=First Lien Trademark Security Agreement#page4.tif source=First Lien Trademark Security Agreement#page5.tif source=First Lien Trademark Security Agreement#page6.tif source=First Lien Trademark Security Agreement#page7.tif	

## FIRST LIEN TRADEMARK SECURITY AGREEMENT

THIS FIRST LIEN TRADEMARK SECURITY AGREEMENT, dated as of September 2, 2010, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of General Electric Capital Corporation ("GE Capital"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the Lenders (as defined in the First Lien Credit Agreement referred to below) and the other Secured Parties.

### WITNESSETH:

WHEREAS, pursuant to the First Lien Credit Agreement, dated as of September 2, 2010 (as the same may be amended, amended and restated, supplemented or otherwise modified from time to time, the "First Lien Credit Agreement"), among the Borrower, Holdings, the other Credit Parties, the Lenders from time to time party thereto and GE Capital, as Agent for the Lenders, the Lenders have agreed to amend and restate certain of the Original Obligations upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor (other than the Borrower) has agreed, pursuant to a First Lien Guaranty and Security Agreement of even date herewith in favor of the Agent (the "First Lien Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the First Lien Credit Agreement) of the Borrower; and

WHEREAS, all of the Grantors are party to the First Lien Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this First Lien Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Agent to enter into the First Lien Credit Agreement, each Grantor hereby agrees with the Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the First Lien Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the Agent for the benefit of the Secured Parties, and grants to the Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

- (a) all of its Trademarks, including, without limitation, those referred to on Schedule 1 hereto;
- (b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. First Lien Guaranty and Security Agreement. The security interest granted pursuant to this First Lien Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the First Lien Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the First Lien Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks subject to a security interest hereunder.

Section 5. Counterparts. This First Lien Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This First Lien Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

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

Very truly yours,

AMERICAN HOMEPATIENT, INC.  
a Delaware corporation  
as Grantor

By: S. Clanton  
Name: Stephen Clanton  
Title: Exec. V.P. & Secretary

[Signature page to First Lien Trademark Security Agreement]

TRADEMARK  
REEL: 004278 FRAME: 0293

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

Very truly yours,

AMERICAN HOMEPATIENT, INC.  
a Tennessee corporation  
as Grantor

By: S. Clanton  
Name: Stephen Clanton  
Title: Exec. V.P. & Secretary

[Signature page to First Lien Trademark Security Agreement]

TRADEMARK  
REEL: 004278 FRAME: 0294

ACCEPTED AND AGREED  
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION  
as Agent

By: Benjamin McCarroll  
Name: Benjamin McCarroll  
Title: Its Default Agent

[Signature page to First Lien Trademark Security Agreement]

TRADEMARK  
REEL: 004278 FRAME: 0295

SCHEDULE I  
TO  
[COPYRIGHT] [PATENT] [TRADEMARK] SECURITY AGREEMENT

[COPYRIGHT] [PATENT] [TRADEMARK] REGISTRATIONS

1. REGISTERED [COPYRIGHTS] [PATENTS] [TRADEMARKS]

[Include Registration Number and Date]

2. [COPYRIGHT] [PATENT] [TRADEMARK] APPLICATIONS

[Include Application Number and Date]



SCHEDULE I  
TO  
FIRST LIEN TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS

<u>Owner</u>	<u>Title</u>	<u>Filing Date</u>	<u>Registration No.</u>
American HomePatient, Inc. (DE)	AERMEDS	6/01/10	3795569
American HomePatient, Inc. (DE)	AMERICAN CPAP DIRECT	10/20/09	3700520
American HomePatient, Inc. (TN)	AMERICAN HOMEPATIENT	8/06/96	1991460
American HomePatient, Inc. (TN)	CHF HEART MATTERS	5/09/06	3091218
American HomePatient, Inc. (TN)	REDI ✓	8/01/06	3123328