

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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

OP \$140.00 3795569

ATTORNEY DOCKET NUMBER:	3795569-2
NAME OF SUBMITTER:	Oleh Hereliuk
Signature:	/oh/
Date:	09/15/2010
Total Attachments: 9 source=Cover Page - Second Lien TSA#page1.tif source=Cover Page - Second Lien TSA#page2.tif source=Second Lien Trademark Security Agreement#page1.tif source=Second Lien Trademark Security Agreement#page2.tif source=Second Lien Trademark Security Agreement#page3.tif source=Second Lien Trademark Security Agreement#page4.tif source=Second Lien Trademark Security Agreement#page5.tif source=Second Lien Trademark Security Agreement#page6.tif source=Second Lien Trademark Security Agreement#page7.tif	

SECOND LIEN TRADEMARK SECURITY AGREEMENT

THIS SECOND 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 Second Lien Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Second 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 “Second 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 Second Lien Guaranty and Security Agreement of even date herewith in favor of the Agent (the “Second Lien Guaranty and Security Agreement”), to guarantee the Obligations (as defined in the Second Lien Credit Agreement) of the Borrower; and

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

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Agent to enter into the Second 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 Second 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. Second Lien Guaranty and Security Agreement. The security interest granted pursuant to this Second Lien Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Second 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 Second 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 Second 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.

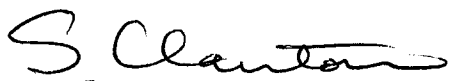
Section 6. Governing Law. This Second Lien Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each Grantor has caused this Second 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: 
Name: *Stephen Clanton*
Title: *Exec. V.P. & Secretary*


[Signature page to Second Lien Trademark Security Agreement]

TRADEMARK
REEL: 004278 FRAME: 0555

IN WITNESS WHEREOF, each Grantor has caused this Second 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: 
Name: Stephen Clanton
Title: Exec. V.P. & Secretary

[Signature page to Second Lien Trademark Security Agreement]

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION
as Agent

By: Ben McCall
Name: Benjamin McCall
Title: VP of Intellectual Property

[Signature page to Second Lien Trademark Security Agreement]

TRADEMARK
REEL: 004278 FRAME: 0557

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
SECOND 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