

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Rotech Healthcare Inc.		10/06/2010	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	The Bank of New York Mellon Trust Company, N.A., as Collateral Agent
Street Address:	10161 Centurion Parkway
Internal Address:	Corporate Trust Department
City:	Jacksonville
State/Country:	FLORIDA
Postal Code:	32256
Entity Type:	Association: UNITED STATES

PROPERTY NUMBERS Total: 15

Property Type	Number	Word Mark
Registration Number:	2797679	ROTECH HEALTHCARE INC.
Registration Number:	2802395	ROTECH
Registration Number:	2802396	ROTECH
Registration Number:	2857864	ROTECH HEALTHCARE INC.
Registration Number:	2891435	PULMO DOSE
Registration Number:	2897097	ROTECH
Registration Number:	2912675	ROTECH HEALTHCARE INC.
Registration Number:	2968798	ROTECH HEALTHCARE INC.
Registration Number:	2994817	ROTECH
Registration Number:	2994816	ROTECH HEALTHCARE INC.
Registration Number:	2999261	ROTECH
Registration Number:	3040120	SLEEP CENTRAL A DIVISION OF ROTECH HEALTHCARE INC.
Registration Number:	3149476	PULMO DOSE

OP \$390.00 2797679

Registration Number:	3151965	ROTECH HEALTHCARE INC. WE CARE ABOUT PATIENT CARE
Registration Number:	3775214	CARE PLUS+

CORRESPONDENCE DATA

Fax Number: (800)494-7512
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 202-370-4761
Email: ecallahan@nationalcorp.com
Correspondent Name: Elspeth Callahan
Address Line 1: 1100 G St NW Suite 420
Address Line 2: National Corporate Research
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	F129636
NAME OF SUBMITTER:	Veronica R. Maddox
Signature:	/Veronica R. Maddox/
Date:	10/15/2010

Total Attachments: 7
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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of October 6, 2010 among ROTECH HEALTHCARE INC., a Delaware corporation (the “Grantor”) in favor of The Bank of New York Mellon Trust Company, N.A., as collateral agent, for the Holders (as defined in the Indenture referred to below) (in such capacity, the “Collateral Agent”).

WITNESSETH:

Reference is made to (a) the Indenture, dated as of October 6, 2010 (as amended, restated, supplemented or otherwise modified from time to time, the “Indenture”), among the Grantor, each Subsidiary Grantor (as defined in the Collateral Agreement referred to below) and The Bank of New York Mellon Trust Company, N.A., as trustee (the “Trustee”), (b) the Purchase Agreement dated as of September 29, 2010 (as amended, restated, supplemented or otherwise modified from time to time, the “Purchase Agreement”), among the Issuer, the Subsidiary Grantors party thereto and Credit Suisse Securities (USA) LLC, as the initial purchaser (the “Initial Purchaser”) and (c) the Collateral Agreement, dated as of October 6, 2010 (as amended, restated, supplemented or otherwise modified from time to time, the “Collateral Agreement”), among the Issuer, the Subsidiary Grantors and the Collateral Agent. The Trustee has agreed to enter into the Indenture and the Initial Purchaser has agreed to purchase the Notes, in each case on the terms and subject to the conditions set forth in the Purchase Agreement.

The obligations of the Initial Purchaser to purchase the Notes are conditioned upon, among other things, the execution and delivery of this Trademark Security Agreement by the Grantor.

The Grantor is required to execute and deliver this Trademark Security Agreement in order to induce the Initial Purchaser to purchase the Notes. Accordingly, the parties hereto agree as follows:

Section 1 Defined Terms. Unless otherwise defined herein, terms defined in the Indenture or in the Collateral Agreement and used herein have the meaning given to them in the Indenture or the Collateral Agreement.

Section 2 Grant of Security Interest in Trademark Collateral. The Grantor, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of its Obligations, hereby collaterally assigns, conveys, mortgages, pledges, hypothecates and transfers to the Collateral Agent for the benefit of the Secured Parties, and grants to the Collateral 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 (the “Trademark Collateral”):

(a) all of its Trademarks and Trademark Licenses to which it is a party, including those referred to on Schedule I hereto (as such Schedule may be amended

from time to time by the addition of Trademarks and Trademark Licenses, subsequently created or acquired, by execution of a supplement in substantially the same form of Schedule I attached hereto);

(b) all renewals of the foregoing;

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

(d) all Proceeds of the foregoing, including any claim by Grantor against third parties for past, present, future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

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

Section 4 Governing Law. This Trademark Security Agreement shall be governed by, and construed in accordance with, the law of the State of New York.

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,

ROTECH HEALTHCARE INC.

By: 

Name: Philip L. Carter

Title: Chief Executive Officer

Accepted and Agreed:

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.,
as Collateral Agent

By: _____

Name:

Title:

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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.

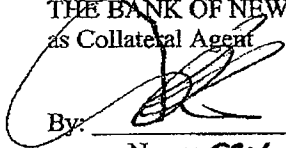
Very truly yours,

ROTECH HEALTHCARE INC.

By: _____
Name:
Title:

Accepted and Agreed:

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.,
as Collateral Agent

By:  _____
Name: GREG A. KANE
Title: SENIOR ASSOCIATE

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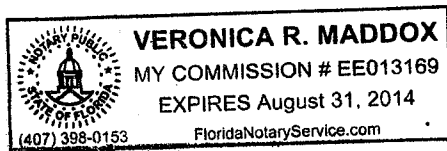
ACKNOWLEDGEMENT OF GRANTOR

STATE OF Florida)

) SS.

COUNTY OF Orange)

On this day of October 6, 2010 before me personally appeared Philip L. Carter, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Rotech Healthcare Inc. who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.



Veronica R. Maddox
Notary Public

Schedule I
to
Trademark Security Agreement
Trademark Registrations

- A. REGISTERED TRADEMARKS
MarkReg. No. Date
- B. TRADEMARK APPLICATIONS
- C. TRADEMARK LICENSES

Name of Agreement, Parties, Date of Agreement

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Mark	Registration Date	Registration Number	Class	Expiration
Rotech Healthcare Inc.	12/23/2003	2,797,679	44	12/23/13
Rotech	1/6/2004	2,802,395	44	1/6/14
Rotech	1/6/2004	2,802,396	44	1/6/14
Rotech Healthcare Inc.	6/29/2004	2,857,864	44	6/29/14
Pulmo Dose	10/5/2004	2,891,435	35	10/5/14
Rotech	10/26/2004	2,897,097	35	10/26/14
Rotech Healthcare Inc.	12/21/2004	2,912,675	35	12/21/14
Rotech Healthcare Inc.	7/12/2005	2,968,798	44	7/12/15
Rotech	9/13/2005	2,994,817	35	9/13/15
Rotech Healthcare Inc.	9/13/2005	2,994,816	35	9/13/15
Rotech	9/20/2005	2,999,261	44	9/20/15
Sleep Central A Division of Rotech Healthcare Inc.	1/10/2006	3,040,120	44	1/10/16
Pulmo Dose	9/26/2006	3,149,476	5	9/26/16
Rotech Healthcare Inc. We Care About Patient Care	10/3/2006	3,151,965	44	10/3/16
Care Plus+	4/13/2010	3,775,214	44	4/13/20

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