

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Release

**CONVEYING PARTY DATA**

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

**RECEIVING PARTY DATA**

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

**PROPERTY NUMBERS Total: 14**

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 \$365.00 2797679

Registration Number:	3151965	ROTECH HEALTHCARE INC. WE CARE ABOUT PATIENT CARE
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**CORRESPONDENCE DATA**

Fax Number: (800)494-7512  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 2023704761  
Email: ipteam@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: 4  
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RELEASE OF TRADEMARK SECURITY INTEREST, dated as of October 6, 2010 (this “Release”), by CREDIT SUISSE AG (formerly known as Credit Suisse), CAYMAN ISLANDS BRANCH (“CS”), as Administrative Agent and Collateral Agent (as defined below). Capitalized terms used herein and not otherwise defined shall have the meanings assigned to such terms in the Credit Agreement or the Guarantee and Collateral Agreement, as applicable, referred to below.

Reference is made to (a) the Credit Agreement dated as of March 30, 2007 (as further amended, supplemented or otherwise modified from time to time prior to the date hereof, the “Credit Agreement”), among Rotech Healthcare Inc. (the “Borrower”), the lenders party thereto (the “Lenders”) and CS, as administrative agent (in such capacity, the “Administrative Agent”) and collateral agent (in such capacity, the “Collateral Agent”), (b) the Guarantee and Collateral Agreement dated as of March 30, 2007 made by the Borrower, certain Subsidiaries of the Borrower party thereto, the Administrative Agent and the Collateral Agreement, and (c) the Trademark Security Agreement dated as of March 30, 2007 (the “Trademark Security Agreement”) among the Borrower, certain subsidiaries of the Borrower and the Collateral Agent. Terms used but not defined in this Agreement shall have the meanings assigned thereto in the Credit Agreement or the other Loan Agreements, as applicable.

WHEREAS, pursuant to the Credit Agreement, the Guarantee and Collateral Agreement and the Trademark Security Agreement, the subsidiaries of the Borrower and other related parties listed on Schedule I hereto (the “Grantors”) have granted a security interest to the Collateral Agent, for the benefit of the Secured Parties in, among other things, the trademarks of the Grantors set forth on Schedule II hereto (the “Trademarks”), which security interest was recorded with the United States Patent & Trademark Office on April 24, 2007 at Reel/Frame 003526/0781.

WHEREAS, in connection with the repayment of all Indebtedness and the termination of all Commitments under the Credit Agreement, and the release of security interests under the Loan Documents, the Grantors have informed the Administrative Agent and the Collateral Agent of their desire to obtain the release of all right, title and interest of the Collateral Agent, for the benefit of Secured Parties and each other grantee or beneficiary, in and to the Trademarks granted under the Trademark Security Agreement.

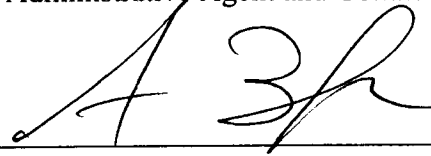
NOW, THEREFORE, in exchange for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Collateral Agent does hereby release, cancel, relinquish and discharge any and all security interests it has against the Trademarks and reassigns all right, title and interest it has in the Trademarks to the Grantors. The Collateral Agent agrees to make filings with the United States Patent and Trademark Office and take further actions, in each case as reasonably requested by the Grantors and at the sole expense of the Grantors, to evidence the release and termination of the Collateral Agent’s security interests in the Trademarks. The execution and delivery of this release and any further documents and the performance of any actions by the Collateral Agent are made without representation or warranty by, or recourse to, the Collateral Agent or any other Secured Party.

THIS RELEASE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK AND SHALL BE BINDING UPON THE GRANTORS' AND THE COLLATERAL AGENT'S REPRESENTATIVES, SUCCESSORS, ASSIGNS AND TRANSFEREES.

IN WITNESS WHEREOF, the Administrative Agent and the Collateral Agent have duly executed this Release as of the day and year first above written.

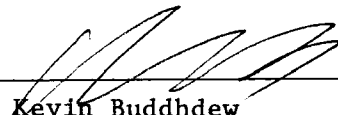
CREDIT SUISSE AG, CAYMAN ISLANDS  
BRANCH, as Administrative Agent and Collateral  
Agent,

by



Name: Ari Bruger  
Title: Vice President

by



Name: Kevin Buddhew  
Title: Associate

*[Signature Page to Release of First Lien Trademark Security Interest]*

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**TRADEMARK**  
**REEL: 004297 FRAME: 0455**

Schedule I

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

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