

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
ROTECH HEALTHCARE INC.		03/17/2011	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

Name:	THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., as Collateral Agent
Street Address:	10161 Centurion Parkway
City:	Jacksonville
State/Country:	FLORIDA
Postal Code:	32256
Entity Type:	National 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
		ROTECH HEALTHCARE INC. WE CARE ABOUT PATIENT
		<b>TRADEMARK</b>

OP \$390.00 2797679

Registration Number:	3151965	CARE
Registration Number:	3775214	CARE PLUS+

**CORRESPONDENCE DATA**

Fax Number: (714)755-8290  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Email: ipdocket@lw.com, kristin.azcona@lw.com  
 Correspondent Name: LATHAM & WATKINS LLP  
 Address Line 1: 650 Town Center Drive, 20th Floor  
 Address Line 4: Costa Mesa, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER:	034731-0051
NAME OF SUBMITTER:	Kristin J. Azcona
Signature:	/kja/
Date:	03/17/2011

**Total Attachments: 7**  
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## TRADEMARK SECURITY AGREEMENT

~~TRADEMARK SECURITY AGREEMENT, dated as of March 17, 2011 by~~  
 ROTECH HEALTHCARE INC., a Delaware corporation (the "Issuer"), and each of the other entities listed on the signature pages hereof or which becomes a party hereto pursuant to Section 5.9 of the Collateral Agreement referred to below (each a "Grantor" and, together with the Issuer and each other Grantor, the "Grantors"), 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 March 17, 2011 (as amended, restated, supplemented or otherwise modified from time to time, the "Indenture"), among the Issuer, each Subsidiary Grantor (as defined in the Collateral Agreement) and The Bank of New York Mellon Trust Company, N.A., as trustee (the "Trustee"), (b) the Purchase Agreement dated as of March 10, 2011 (as amended, restated, supplemented or otherwise modified from time to time, the "Purchase Agreement"), among the Issuer, the Subsidiary Grantors party thereto, Credit Suisse Securities (USA) LLC ("Credit Suisse") and Jefferies & Company, Inc. ("Jefferies", and together with Credit Suisse, each an "Initial Purchaser" and collectively, the "Initial Purchasers") and (c) the Collateral Agreement, dated as of March 17, 2011 (as amended, restated, supplemented or otherwise modified from time to time, the "Collateral Agreement"), among the Issuer, the Subsidiary Grantors (as defined in the Collateral Agreement) and the Collateral Agent. The Trustee has agreed to enter into the Indenture and the Initial Purchasers have agreed to purchase the Notes, in each case on the terms and subject to the conditions set forth in the Purchase Agreement.

Each Grantor is required pursuant to the Indenture to execute and deliver this Trademark Security Agreement. 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.** Each Grantor, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations of such Grantor, 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 of such Grantor (the "Trademark Collateral"):

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);

all renewals of the foregoing;

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

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 each 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 and interpreted in accordance with, the law of the State of New York.

**Section 5 Intercreditor Agreement.** The rights and remedies of the Grantors, the Collateral Agent and the other Secured Parties hereunder are subject to the First Lien-Second Lien Intercreditor Agreement (as defined in the Collateral Agreement). In the event of any conflict between the terms of this Trademark Security Agreement and the First Lien-Second Lien Intercreditor Agreement (as defined in the Collateral Agreement), the terms of the First Lien-Second Lien Intercreditor Agreement (as defined in the Collateral Agreement) shall control.

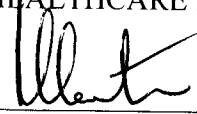
*[Signature page follows.]*

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

[Signature Page to Second Lien Trademark Security Agreement]

**TRADEMARK**  
**REEL: 004500 FRAME: 0428**

Accepted and Agreed:

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

By: 

Name: CRAIG A. KAYE

Title: VICE PRESIDENT

[Signature Page to Second Lien Trademark Security Agreement]

TRADEMARK  
REEL: 004500 FRAME: 0429

ACKNOWLEDGEMENT OF GRANTOR

STATE OF FLORIDA )

) ss.

COUNTY OF ORANGE )

On this day of March 16, 2011 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

(See Attached)

[[NYCORP.3268783]]



<b>Mark</b>	<b>Registration Date</b>	<b>Registration Number</b>	<b>Class</b>	<b>Expiration</b>
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

[[NYCORP.3268783]]