

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
CORAM LLC		04/05/2013	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	U.S. BANK NATIONAL ASSOCIATION
Street Address:	60 Livingston Avenue
City:	St. Paul
State/Country:	MINNESOTA
Postal Code:	55107
Entity Type:	National Associaton: MINNESOTA

PROPERTY NUMBERS Total: 49

Property Type	Number	Word Mark
Registration Number:	2763963	CORAM
Registration Number:	2763962	CORAM HEALTHCARE
Registration Number:	2755831	CELEBRATION OF LIFE CIRCLE
Registration Number:	2889862	HEMO-PHIL-A-SAURUS
Registration Number:	2889864	VON-W-RAPTOR
Registration Number:	2889863	
Registration Number:	3014544	COAG-A-DACTYL
Registration Number:	2930441	
Registration Number:	2947475	DAWN-W-RAPTOR
Registration Number:	2935932	
Registration Number:	2761457	CORAM INC. ONE TO ONE NUTRITION SUPPORT
Registration Number:	3014543	CORAM'S DINO-MITE TEAM
Registration Number:	3374859	CORAM SPECIALTY INFUSION SERVICES
Registration Number:	3374861	CORAM SPECIALTY INFUSION SERVICES

OP \$1240.00 2763963

TRADEMARK

Registration Number:	3374860	RX ORAM SPECIALTY INFUSION SERVICES
Registration Number:	3374862	RX CORAM SPECIALTY INFUSION SERVICES
Registration Number:	3374863	CORAMRX SPECIALTY PHARMACY SERVICES
Registration Number:	3374866	CORAMRX SPECIALTY PHARMACY SERVICES
Registration Number:	3374864	CORAMRX SPECIALTY PHARMACY SERVICES
Registration Number:	3374867	RX CORAMRX SPECIALTY PHARMACY SERVICES
Registration Number:	2917777	
Registration Number:	3645835	EYEON
Registration Number:	3645620	EYEON THERAPY MANAGEMENT
Registration Number:	3575114	CORAM SPECIALTY INFUSION SERVICES AN APR
Registration Number:	3575108	CORAM SPECIALTY INFUSION SERVICES AN APR
Registration Number:	3575112	CORAMRX SPECIALTY PHARMACY SERVICES AN A
Registration Number:	3575110	CORAMRX SPECIALTY PHARMACY SERVICES AN A
Registration Number:	3575113	RX CORAM SPECIALTY INFUSION SERVICES AN
Registration Number:	3575107	RX CORAM SPECIALTY INFUSION SERVICES AN
Registration Number:	3575111	RX CORAMRX SPECIALTY PHARMACY SERVICES A
Registration Number:	3575109	RX CORAMRX SPECIALTY PHARMACY SERVICES A
Registration Number:	4208765	NOURISH NUTRITION SUPPORT PROGRAM
Registration Number:	4208764	NOURISH NUTRITION SUPPORT PROGRAM
Registration Number:	4208763	NOURISH NUTRITION SUPPORT PROGRAM
Registration Number:	4208762	NOURISH NUTRITION SUPPORT PROGRAM
Serial Number:	85375472	NOURISH
Serial Number:	85375466	NOURISH
Serial Number:	85375462	NOURISH
Serial Number:	85375455	NOURISH
Serial Number:	85978174	NOURISH
Serial Number:	85978173	NOURISH
Registration Number:	4089850	IDEAL
Serial Number:	85194568	IDEAL
Registration Number:	4089852	IDEAL PATIENT REGISTRY
Serial Number:	85194581	IDEAL PATIENT REGISTRY
Registration Number:	4089851	IDEAL IMMUNOGLOBULIN, DIAGNOSIS, EVALUAT
Registration Number:	4089853	IDEAL IMMUNOGLOBULIN, DIAGNOSIS, EVALUAT
Serial Number:	85194575	IDEAL IMMUNOGLOBULIN, DIAGNOSIS, EVALUAT
Serial Number:	85194583	IDEAL IMMUNOGLOBULIN, DIAGNOSIS, EVALUAT

TRADEMARK

REEL: 005024 FRAME: 0108

Fax Number: 8004947512

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 202-370-4761

Email: tfahey@nationalcorp.com

Correspondent Name: Thomas Fahey

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Address Line 2: National Corporate Research, Ltd.

Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	F144674
NAME OF SUBMITTER:	Katherine Stewart
Signature:	/Katherine Stewart/
Date:	05/10/2013
Total Attachments: 6 source=Coram.TSA.filing.04.05.13#page2.tif source=Coram.TSA.filing.04.05.13#page3.tif source=Coram.TSA.filing.04.05.13#page4.tif source=Coram.TSA.filing.04.05.13#page5.tif source=Coram.TSA.filing.04.05.13#page6.tif source=Coram.TSA.filing.04.05.13#page7.tif	

**GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS**

This Trademark Security Agreement, dated as of April 5, 2013 by and between CORAM LLC, a limited liability company formed under the laws of Delaware (the “**Grantor**”), in favor of U.S. BANK NATIONAL ASSOCIATION., in its capacity as Collateral Agent pursuant to the New Term Credit Agreement (as defined below)dated as of the date hereof (in such capacity, the “**Grantee**”).

WITNESSETH:

WHEREAS, reference is made to the credit agreement (as amended, restated, supplemented or modified from time to time and including any one or more indentures or agreements extending the maturity of, refinancing or otherwise restructuring all or a portion of the obligations of the Borrower thereunder or any successor indenture, indentures, agreement or agreements, as the case may be, the “**New Term Credit Agreement**”), dated as of the date hereof, among the Borrower, Holdings, the Guarantors from time to time party thereto, the Administrative Agent, the Grantee and the other agents and the Lenders from time to time party thereto;

WHEREAS, the Grantor is party to an Amended and Restated Security Agreement dated as of April 5, 2013 (the “**Security Agreement**”) in favor of the Grantee pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Grantee, for the benefit of the Secured Parties, to enter into the New Term Credit Agreement and as consideration for the notes already issued under the Indenture, the Grantor hereby agrees with the Grantee as follows:

SECTION 1. *Defined Terms.* Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement or in the New Term Credit Agreement.

SECTION 2. *Grant of Security Interest in Trademark Collateral.* The Grantor hereby pledges and grants to the Grantee for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the Trademarks of the Grantor including, without limitation, those items listed on Schedule I attached hereto and all Proceeds of any and all of the foregoing; *provided* that with respect to any United States Trademark, applications in the United States Patent and Trademark Office on the basis of the Grantor’s “intent to use” such Trademarks will not be deemed to be Collateral unless and until a “Statement of Use” or “Amendment to Allege Use” has been filed and accepted in the United States Patent and Trademark Office, whereupon

such application shall be automatically subject to the security interest granted herein and deemed to be included in the Collateral.

SECTION 3. *Security Agreement.* The security interest granted pursuant to this Trademark Security Agreement is granted in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. Grantor hereby acknowledges and affirms that the rights and remedies of the Grantee with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement, the terms and

provisions of which are incorporated by reference herein as if fully set forth herein. The Security Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. *Purpose.* This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office.

SECTION 5. *Termination.* Upon the payment in full of the Obligations and termination of the Security Agreement, the Grantee shall, at the reasonable request of the Grantor, execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, lien and security interest in the Trademarks listed on Schedule I attached hereto.

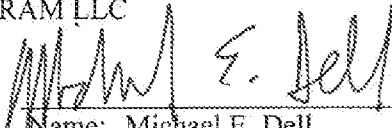
SECTION 6. *Counterparts.* This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

[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,

CORAM LLC

By:  _____
Name: Michael E. Dell
Title: Senior Vice President, Associate
General Counsel and Secretary

Accepted and Agreed:

U.S. BANK NATIONAL ASSOCIATION
as Collateral Agent and Grantee

By: _____
Name:
Title:

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,

CORAM LLC

By: _____
Name: Michael E. Dell
Title: Senior Vice President,
Associate General Counsel
and Secretary

Accepted and Agreed:

U.S. BANK NATIONAL ASSOCIATION
as Collateral Agent and Grantee

By: 
Name: Raymond S. Haverstock
Title: Vice President

SCHEDULE I
to
GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS

<u>Name of Mark</u>	<u>Registration / App#</u>	<u>Registration Date</u>	<u>Declaration Date</u>	<u>End Date</u>
CORAM	2,763,963	09/16/2003	09/16/2009	09/16/2013
CORAM HEALTHCARE	2,763,962	09/16/2003	09/16/2009 [Not Filed]	09/16/2013
CELEBRATION OF LIFE CIRCLE AND DESIGN	2,755,831	08/26/2003	08/26/2009	08/26/2013
HEMO-PHIL-A-SAURUS AND DESIGN (CHARACTER)	2,889,862	09/28/2004	09/28/2009	09/28/2014
VON-W-RAPTOR AND DESIGN (CHARACTER)	2,889,864	09/28/2004	09/28/2009	09/28/2014
VON-W-RAPTOR (CHARACTER)	2,889,863	09/28/2004	09/28/2009	09/28/2014
COAG-A-DACTYL	3,014,544	11/15/2005	11/15/2010	11/15/2015
COAG-A-DACTYL DESIGN (CHARACTER)	2,930,441	03/08/2005	03/08/2010	03/08/2015
DAWN-W-RAPTOR	2,947,475	05/10/2005	05/10/2010	05/10/2015
DAWN-W RAPTOR DESIGN (CHARACTER)	2,935,932	03/29/2005	03/26/2010	03/09/2015
CORAM INC. ONE TO ONE NUTRITION SUPPORT AND DESIGN	2,761,457	09/09/2003	09/09/2009	09/09/2013
CORAM'S DINO-MITE TEAM	3,014,543	11/15/2005	11/15/2010	11/15/2015
CORAM SPECIALTY INFUSION SERVICES	3,374,859 3,374,861	01/29/2008	01/29/2013	01/19/2018
RX ORAM SPECIALTY INFUSION SERVICES AND DESIGN	3,374,860	01/29/2008	01/29/2013	01/19/2018
RX CORAM SPECIALTY INFUSION SERVICES AND DESIGN	3,374,862	01/29/2008	01/29/2013	01/19/2018
CORAMRX SPECIALTY PHARMACY SERVICES	3,374,863 3,374,866	01/29/2008	01/29/2013	01/19/2018
CORAMRX SPECIALTY PHARMACY SERVICES AND DESIGN	3,374,864	01/29/2008	01/29/2013	01/19/2018
RX CORAMRX SPECIALTY PHARMACY SERVICES AND DESIGN	3,374,867	01/29/2008	01/29/2013	01/19/2018
HEMO-PHIL-A-SAURUS DESIGN	2,917,777	01/11/2005	01/11/2010	01/11/2015
EYEON	3,645,835	06/30/2009	06/30/2014	06/30/2019
EYEON THERAPY MANAGEMENT	3,645,620	06/30/2009	06/30/2014	06/30/2019
CORAM SPECIALTY INFUSION SERVICES AN APRIA HEALTHCARE COMPANY	3,575,114 3,575,108	02/17/2009	02/17/2014	02/18/2019
CORAMRX SPECIALTY PHARMACY SERVICES AN APRIA HEALTHCARE COMPANY	3,575,112 3,575,110	02/17/2009	02/17/2014	02/18/2019
RX CORAM SPECIALTY INFUSION SERVICES AN APRIA HEALTHCARE COMPANY	3,575,113 3,575,107	02/17/2009	02/17/2014	02/18/2019
RX CORAMRX SPECIALTY	3,575,111	02/17/2009	02/17/2014	02/18/2019

<u>Name of Mark</u>	<u>Registration / App#</u>	<u>Registration Date</u>	<u>Declaration Date</u>	<u>End Date</u>
PHARMACY SERVICES AN APRIA HEALTHCARE COMPANY	3,575,109			
NOURISH	4,208,765	9/18/2012	9/18/2018	9/18/2022
NUTRITIONAL SUPPORT PROGRAM	4,208,764			
	4,208,763			
	4,208,762			
NOURISH	85/375,472	Pending- Filed		
	85/375,466	7/19/11		
	85/375,462	[Publication: 2/26/13]		
	85/375,455	Pending		
NOURISH	85/978,174	Pending		
	85/978,173	[Publication: 2/12/13]		
IDEAL	4,089,850	1/24/2012	1/24/2018	1/24/2018
	85/194,568	Pending		
IDEAL PATIENT REGISTRY	4,089,852	1/24/2012	1/24/2018	1/24/2018
	85/194,581	Pending		
IDEAL IMMUNOGLOBULIN DIAGNOSIS EVALUATION AND KEY LEARNINGS PATIENT REGISTRY	4,089,851	1/24/2012	1/24/2018	1/24/2018
	4,089,853	1/24/2012	1/24/2018	1/24/2018
	85/194,575	Pending		
IDEAL IMMUNOGLOBULIN DIAGNOSIS EVALUATION AND KEY LEARNINGS PATIENT REGISTRY	85/194,583	Pending		
ALITER	Pending	Pending	N/A	N/A
ALPHA-1 THERAPY EVALUATION AND RESEARCH PATIENT REGISTRY				
CAIR	Pending	Pending	N/A	N/A
COPD ASSESSMENT INTERVENTIONS AND RESEARCH PATIENT REGISTRY				
HAELP	Pending	Pending	N/A	N/A
HEREDITARY ANGIOEDEMA LEARNING PROGRAM PATIENT REGISTRY				
	Pending	Pending	N/A	N/A
HEAL WOUND CARE				
MAKING A DEFERENCE IN THE LIVES OF THE PEOPLE WE SERVE	Pending	Pending	N/A	N/A
CLEAR PATH PATIENT LOGIC	Pending	Pending	N/A	N/A