

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
APRIA HEALTHCARE GROUP INC.		04/05/2013	CORPORATION: 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 Association: MINNESOTA

PROPERTY NUMBERS Total: 19

Property Type	Number	Word Mark
Serial Number:	78538197	APRIA
Serial Number:	77886749	APRIAALERT
Serial Number:	85534800	APRIADIRECT
Serial Number:	75919113	APRIA GREAT ESCAPES
Serial Number:	75389297	APRIA HEALTHCARE
Serial Number:	78538198	APRIA HEALTHCARE
Serial Number:	74710078	APRIA HEALTHCARE
Serial Number:	78538195	APRIA PHARMACY NETWORK
Serial Number:	78570839	HEALING BEGINS AT HOME
Serial Number:	74148131	RESPIMED
Serial Number:	76273832	STAR MEDICAL RX
Serial Number:	73811928	WASSEROTT'S
Serial Number:	76450880	W WASSEROTT'S EVERYTHING MEDICAL SINCE 1
Serial Number:	78980515	APRIA HEALTHCARE

TRADEMARK

OP \$490.00 78538197

Serial Number:	85253267	SOMNOSIS
Serial Number:	85286364	TOLEDO I.V. CARE
Serial Number:	85322884	YOUNG MEDICAL
Serial Number:	85378245	VALESCENT
Serial Number:	85381962	

CORRESPONDENCE DATA

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
Address Line 1: 1100 G Street NW Suite 420
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: 5
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**GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS**

This Trademark Security Agreement, dated as of April 5, 2013 by and between APRIA HEALTHCARE GROUP INC., a corporation 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.

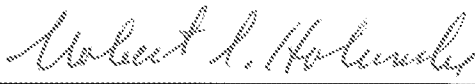
SECTION 6. *Counterparts.* This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

[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,

APRIA HEALTHCARE GROUP INC.

By: 

Name: Robert S. Holcombe
Title: Executive Vice President,
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.

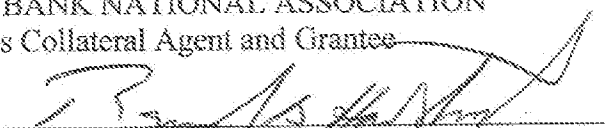
Very truly yours,

APRIA HEALTHCARE GROUP INC.

By: _____
Name: Robert S. Holcombe
Title: Executive Vice President,
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>Country</u>	<u>Trademark</u>	<u>Serial No.</u>	<u>Filing Date</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Status</u>	<u>Renewal Due</u>
USA	APRIA	78/538,197	12/24/2004	3,437,644	05/27/2008	Registered	5/27/2018
USA	APRIAALERT	77/886749	12/04/2009	4053541	11/08/2011	Registered	11/08/2021
USA	APRIADIRECT	85/534,800	2/06/2012	4205646	9/11/2012	Registered	9/11/2022
USA	APRIA GREAT ESCAPES	75/919,113	9/9/1999	2,724,757	6/10/2003	Registered	6/10/2013
USA	APRIA HEALTHCARE (Class 05,42)	75/389,297	11/13/1997	2,297,368	12/7/1999	Registered	12/7/2019
USA	APRIA HEALTHCARE (Class 05, 10, 12)	78/538,198	12/24/2004	3,437,645	05/27/2008	Registered	5/27/2018
Mexico	APRIA HEALTHCARE & DESIGN	457559	11/10/2000	693136	3/30/2001	Registered	11/10/2020
USA	APRIA HEALTHCARE AND/OR WITH DESIGN	74/710,078	8/2/1995	2,232,498	3/16/1999	Registered	3/16/2019
USA	APRIA PHARMACY NETWORK	78/538,195	12/24/2004	3,303,530	10/2/2007	Registered	10/2/2017
USA	HEALING BEGINS AT HOME	78/570,839	2/18/2005	3,220,639	3/20/2007	Registered	3/20/2017
USA	RESPIMED	74/148,131	3/15/1991	1,699,458	7/7/1992	Registered	7/7/2022
USA	STAR MEDICAL RX	76/273,832	6/20/2001	2,748,165	8/5/2003	Registered	8/5/2013
USA	WASSEROTT'S	73/811,928	7/11/1989	1,618,113	10/16/1990	Registered	10/16/2020
USA	WASSEROTT'S EVERTHING MEDICAL SINCE 1924 & DESIGN	76/450,880	9/17/2002	2,844,293	5/25/2004	Registered	5/25/2014
USA	APRIA HEALTHCARE & DESIGN	78/980,515	12/30/2004	3,552,185	12/23/2008	Registered	12/23/2018
USA	SOMNOSIS	85/253267	02/28/2011	Pending	N/A	N/A	N/A
USA	TOLEDO I.V. CARE	85/286364	04/05/2011	Pending	N/A	N/A	N/A
USA	YOUNG MEDICAL	85/322884	05/17/2011	Pending	N/A	N/A	N/A
USA	VALESCENT	85/378245	07/22/2011	Pending	N/A	N/A	N/A
USA	VALESCENT LOGO MARK	85/381962	07/27/2011	Pending	N/A	N/A	N/A