

RE 966277547
MRO 3/10/2014

03/12/2014



Form PTO-1594 (Rev. 01-09)
OMB Collection 0651-0027 (exp. 02/14)

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U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

U.S. Bank National Association, as Collateral Agent

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☐ Corporation- State: _____
☒ Other Bank

Citizenship (see guidelines) United States

Additional names of conveying parties attached? ☐ Yes ☒ No

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) January 16, 2014

- ☐ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Other Release of Trademark Security Interest

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? ☐ Yes ☒ No

Name: Coram LLC

Internal

Address: Suite 500

Street Address: 555 17th Street

City: Denver

State: CO

Country: USA

Zip: 80202

- ☐ Association Citizenship _____
☐ General Partnership Citizenship _____
☐ Limited Partnership Citizenship _____
☐ Corporation Citizenship _____
☒ Other LLC Citizenship Delaware

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☐ No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

Please see attached schedule.

B. Trademark Registration No.(s)

Please see attached schedule.

Additional sheet(s) attached? ☒ Yes ☐ No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

Please see attached schedule.

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Thomas Fahey

Internal Address: National Corporate Research

Suite 1130

Street Address: 1025 Vermont Avenue N.W.

City: Washington

State: D.C.

Zip: 20005

Phone Number: (202) 370-4761

Fax Number: (800) 494-7512

Email Address: tfahey@nationalcorp.com

6. Total number of applications and registrations involved:

31

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$

- ☐ Authorized to be charged to deposit account
☐ Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:

Katherine Stewart
Signature

Katherine Stewart

Name of Person Signing

03/12/2014 KATHERINE STEWART 2763

March 10, 2014

01 FC:8024

Date

Total number of pages including cover sheet, attachments, and document:

6

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

Fee pd. \$775.00

15.00 OP

**SCHEDULE I
TO
RELEASE OF TRADEMARK SECURITY INTEREST**

CORAM TRADEMARKS

U.S. TRADEMARK REGISTRATIONS AND APPLICATIONS

Coram Successor Agreement
Filed with the U.S. Patent and Trademark Office on August 19, 2009 at Reel 4048, Frame 0653¹

Name of Mark	Registration / App#	Registration Date	Declaration Date	End Date
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 HEALTHCARE ONE TO ONE NUTRITION SUPPORT CONSUMER SATISFACTION PROGRAM	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 3,374,860 3,374,862	01/29/2008	01/29/2013	01/19/2018
CORAMRX SPECIALTY PHARMACY SERVICES	3,374,863 3,374,866 3,374,864 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

¹ Note that Reel 3881; Frame 0285 as recorded on October 31, 2008 is not applicable for the release of trademarks scheduled hereto.

<u>Name of Mark</u>	<u>Registration / App#</u>	<u>Registration Date</u>	<u>Declaration Date</u>	<u>End Date</u>
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 PHARMACY SERVICES AN APRIA HEALTHCARE COMPANY	3,575,111 3,575,109	02/17/2009	02/17/2014	02/18/2019

RELEASE OF TRADEMARK SECURITY INTEREST

This RELEASE OF TRADEMARK SECURITY INTEREST ("**Release**") is made as of January 16, 2014 by U.S. BANK NATIONAL ASSOCIATION, as Collateral Agent for the Lenders (the "**Secured Party**").

WITNESSETH:

WHEREAS, Bank of America, N.A. (the "**Previous Agent**"), Apria Healthcare Group Inc. ("**Apria**"), a Delaware corporation, Coram LLC, a Delaware limited liability company ("**Coram**") and certain other subsidiaries of Apria (each a "**Grantor**" and collectively, the "**Grantors**"), are parties to that certain Security Agreement, dated as of October 28, 2008 (the "**Security Agreement**") in favor of the Previous Agent;

WHEREAS, in connection with the Security Agreement, the Previous Agent and Coram executed that certain Grant of Security Interest in United States Trademarks, dated as of October 28, 2008 (the "**Coram Trademark Security Agreement**"), pursuant to which Coram granted to the Previous Agent a lien on and security interest in and to all of Coram's right, title and interest in, to and under all the Trademarks of Coram (excluding those trademark applications qualifying for the "intent to use" exception set forth in Section 2 of the Coram Trademark Security Agreement), including, without limitation, those items listed on Schedule I attached hereto, and all Proceeds of any and all of the foregoing (such Trademarks, the "**Coram Trademark Collateral**");

WHEREAS, the Previous Agent recorded the Coram Trademark Security Agreement with the U.S. Patent and Trademark Office on October 31, 2008 at Reel 3881, Frame 0285;

WHEREAS, the Previous Agent, Coram and the Secured Party entered into that Successor Agent Trademark Security Agreement dated as of August 13, 2009 (the "**Coram Successor Agreement**"), whereby the Secured Party succeeded to all the rights and obligations of the Previous Agent under the Security Agreement and the Coram Trademark Security Agreement;

WHEREAS, the Secured Party recorded the Coram Successor Agreement with the U.S. Patent and Trademark Office on August 19, 2009 at Reel 4048, Frame 0653;

WHEREAS, the Secured Party has agreed to release its rights under the Security Agreement, the Coram Trademark Security Agreement and the Coram Successor Agreement and to re-convey to Coram any and all rights such Grantor may possess in and to the Coram Trademark Collateral.

NOW THEREFORE, in consideration for the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

1. The Secured Party hereby terminates, releases and discharges its lien on and security interest in and to all of its right, title and interest in, to and under the Coram Trademark Collateral granted to the Secured Party pursuant to the Security Agreement, the Coram Trademark Security Agreement and the Coram Successor Agreement, and releases all other rights it may have to the Coram Trademark Collateral under the Security Agreement, any Trademark Security Agreement or any Successor Agreement.
2. The Secured Party, to the extent granted in the Security Agreement, any Trademark Security Agreement or any Successor Agreement, hereby assigns, grants and otherwise re-conveys to Coram all of its right, title and interest (if any) in and to the Coram Trademark Collateral and all goodwill associated therewith originally granted to the Secured Party pursuant to the Security Agreement, such Trademark Security Agreement or such Successor Agreement.
3. Upon the request of the Grantors, the Secured Party, at the Grantors' expense, further agrees to execute all documents, and to do such other acts, as may be necessary to effect, demonstrate, evidence or confirm the parties' intent under this Release, including, without limitation, the release of the lien and the security interest contemplated by paragraph 1 hereof.

[Signature Page Follows]

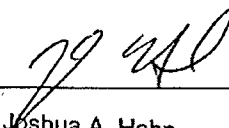
IN WITNESS WHEREOF, the Secured Party has caused this Release to be duly executed by its duly authorized officer as of the day and year first above written.

U.S. BANK NATIONAL ASSOCIATION,
as Secured Party

By: _____

Name:

Title:


Joshua A. Hahn
Vice President

[Signature Page to Release of Trademark Security Interest]

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