

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM303479

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Grant of Security Interest in United States Trademarks		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Apria Healthcare Group Inc.		05/02/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank, N.A., as Administrative Agent		
Street Address:	2450 Colorado Avenue, Suite 3000 West		
City:	Santa Monica		
State/Country:	CALIFORNIA		
Postal Code:	90404		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 18			
Property Type	Number	Word Mark	
Registration Number:	3437644	APRIA	
Registration Number:	4053541	APRIAALERT	
Registration Number:	2724757	APRIA GREAT ESCAPES	
Registration Number:	2297368	APRIA HEALTHCARE	
Registration Number:	3437645	APRIA HEALTHCARE	
Registration Number:	2232498	APRIA HEALTHCARE	
Registration Number:	3303530	APRIA PHARMACY NETWORK	
Registration Number:	3220639	HEALING BEGINS AT HOME	
Registration Number:	1699458	RESPIMED	
Registration Number:	1618113	WASSEROTT'S	
Registration Number:	2844293	W WASSEROTT'S EVERYTHING MEDICAL SINCE 1	
Registration Number:	3552185	APRIA HEALTHCARE	
Serial Number:	85253267	SOMNOSIS	
Registration Number:	4412921	YOUNG MEDICAL	
Registration Number:	4436953	VALESCENT	
Registration Number:	4429225		
Registration Number:	4205646	APRIADIRECT	
Registration Number:	2748165	STAR MEDICAL RX	
CORRESPONDENCE DATA			
TRADEMARK			

Fax Number: 2136270705

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

Phone: 213.683.5698

Email: MinetteTayco@paulhastings.com

Correspondent Name: Minette M. Tayco, c/o Paul Hastings LLP

Address Line 1: 515 S. Flower Street, 25th Floor

Address Line 4: Los Angeles, CALIFORNIA 90071

ATTORNEY DOCKET NUMBER:	WFB/APRIA (90031.00009)
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NAME OF SUBMITTER:	Minette M. Tayco
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SIGNATURE:	/Minette M. Tayco/
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DATE SIGNED:	05/02/2014
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Total Attachments: 5

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

This Trademark Security Agreement, dated as of May 2, 2014 by and between APRIA HEALTHCARE GROUP INC., a corporation formed under the laws of the State of Delaware (the “Grantor”), in favor of WELLS FARGO BANK, N.A., in its capacity as Administrative Agent pursuant to the Credit Agreement dated as of the date hereof (in such capacity, the “Grantee”).

WITNESSETH:

WHEREAS, the Grantor is party to a Security Agreement of even date herewith (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 Credit Agreement, 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.

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 any 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; Release. Upon the termination of the Security Agreement (or release of the applicable security interest) pursuant to Section 8.13 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 (or in the case of a release, such portion thereof subject to such release).

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: Debra L. Morris

Title: Executive Vice President and Chief
Financial Officer

Accepted and Agreed:

WELLS FARGO BANK, N.A.,
as Administrative Agent and Grantee

By: _____

Name:

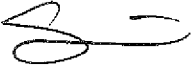
Title:

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 005273 FRAME: 0376

Accepted and Agreed:

WELLS FARGO BANK, N.A.,
as Administrative Agent and Grantee

By: 
Name: Stacy Hopkins
Title: Duly Authorized Signatory

SCHEDULE I
to
GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS

<u>Owner</u>	<u>Trademark</u>	<u>Serial No.</u>	<u>Filing Date</u>	<u>Registration Number</u>	<u>Reg. Date</u>
Grantor	APRIA	78/538,197	12/24/2004	3,437,644	05/27/2008
Grantor	APRIAALERT	77/886749	12/04/2009	4,053,541	11/08/2011
Grantor	APRIA GREAT ESCAPES	75/919,113	9/9/1999	2,724,757	6/10/2003
Grantor	APRIA HEALTHCARE (Class 05,42)	75/389,297	11/13/1997	2,297,368	12/7/1999
Grantor	APRIA HEALTHCARE (Class 05, 10, 12)	78/538,198	12/24/2004	3,437,645	05/27/2008
Grantor	APRIA HEALTHCARE AND/OR WITH DESIGN	74/710,078	8/2/1995	2,232,498	3/16/1999
Grantor	APRIA PHARMACY NETWORK	78/538,195	12/24/2004	3,303,530	10/2/2007
Grantor	HEALING BEGINS AT HOME	78/570,839	2/18/2005	3,220,639	3/20/2007
Grantor	RESPIMED	74/148,131	3/15/1991	1,699,458	7/7/1992
Grantor	WASSEROTT'S	73/811,928	7/11/1989	1,618,113	10/16/1990
Grantor	W WASSEROTT'S EVERYTHING MEDICAL SINCE 1924 & DESIGN	76/450,880	9/17/2002	2,844,293	5/25/2004
Grantor	APRIA HEALTHCARE & DESIGN	78/980,515	12/30/2004	3,552,185	12/23/2008
Grantor	SOMNOSIS	85/253267	02/28/2011	Pending	N/A
Grantor	YOUNG MEDICAL	85/322884	05/17/2011	4,412,921	10/08/2013
Grantor	VALESCENT	85/378245	07/22/2011	4,436,953	11/19/2013
Grantor	VALESCENT LOGO MARK	85/381962	07/27/2011	4,429,225	11/05/2013
Grantor	APRIADIRECT	85/534,800		4,205,646	
Grantor	STAR MEDICAL RX	76/273,832	6/20/2001	2,748,165	8/5/2003