

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM303593

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Release of Trademark Security Interests Previously Recorded at Reel/Frames (3881/0294), (3881/0312), (3881/0328), (4601/0969), & (4601/0983)

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Bank of America, N.A., as Collateral Agent		05/02/2014	a national association: UNITED STATES

RECEIVING PARTY DATA

Name:	Apria Healthcare Group Inc.
Street Address:	26220 Enterprise Court
City:	Lake Forest
State/Country:	CALIFORNIA
Postal Code:	92630
Entity Type:	CORPORATION: DELAWARE
Name:	Apria Healthcare LLC (previously Apria Healthcare, Inc.)
Street Address:	26220 Enterprise Court
City:	Lake Forest
State/Country:	CALIFORNIA
Postal Code:	92630
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 22

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

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4412921	YOUNG MEDICAL
Registration Number:	4436953	VALESCENT
Registration Number:	4429225	
Registration Number:	2645595	APRIA HOMECARE ESSENTIALS
Registration Number:	2987407	OXYGEN ASSIST
Registration Number:	3054223	APRIA RESPIRATORY ASSIST
Registration Number:	2748165	STAR MEDICAL RX
Serial Number:	85253267	SOMNOSIS
Serial Number:	85286364	TOLEDO I.V. CARE
Serial Number:	78539998	APRIA HEALTHCARE

CORRESPONDENCE DATA

Fax Number: 6502515002

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

Phone: 6502515027

Email: jmull@stblaw.com

Correspondent Name: Marcela Robledo

Address Line 1: 2475 Hanover Street

Address Line 4: Palo Alto, CALIFORNIA 94304

ATTORNEY DOCKET NUMBER: 004709/0003

NAME OF SUBMITTER: J. Jason Mull

SIGNATURE: /J. Jason Mull/

DATE SIGNED: 05/05/2014

Total Attachments: 7

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RELEASE OF TRADEMARK SECURITY INTEREST

This RELEASE OF TRADEMARK SECURITY INTEREST (“*Release*”) is made as of May 2, 2014 by BANK OF AMERICA, N.A, as Collateral Agent for the Lenders (the “*Secured Party*”).

WITNESSETH:

WHEREAS, the Secured Party, Apria Healthcare Group Inc. (“*Apria*”), a Delaware corporation and successor in interest to Sky Merger Sub Corporation, Sky Acquisition LLC, a Delaware limited liability company (“*Sky*”) and certain other subsidiaries of Sky (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 Secured Party;

WHEREAS, in connection with the Security Agreement, the Secured Party and certain of the Grantors are parties to those certain Trademark Security Agreements, dated as of October 28, 2008 (the “*Apria 2008 Trademark Security Agreements*”), pursuant to which each Grantor granted to the Secured Party a lien on and security interest in and to all of such Grantor’s right, title and interest in, to and under all the Trademarks (as defined in the Security Agreement) of such Grantor (excluding those trademark applications qualifying for the “intent to use” exception set forth in Section 2 of the Apria 2008 Trademark Security Agreements), including, without limitation, those items listed on Schedule I attached hereto and all Proceeds (as defined in the Security Agreement) of any and all of the foregoing (such Trademarks, the “*Apria 2008 Trademark Collateral*”);

WHEREAS, the Secured Party recorded the Apria 2008 Trademark Security Agreements with the U.S. Patent and Trademark Office on October 31, 2008 at Reel/Frame 3881/0294, and on November 1, 2008 at Reel/Frame 3881/0328 and Reel/Frame 3881/0312;

WHEREAS, the Secured Party, Sky, Apria, the other borrowers and each of the subsidiaries of Sky are parties to that certain Affirmation of Guaranties, Collateral Documents and Intercreditor Agreement and Consent to Amendment and Restatement, dated as of August 8 2011 (the “*Affirmation*”) in favor of the Secured Party;

WHEREAS, in connection with the Affirmation, the Secured Party and certain of the Grantors are parties to those certain Trademark Security Agreements, dated as of August 8, 2011 (the “*Apria 2011 Trademark Security Agreements*” and, together with the Apria 2008 Trademark Security Agreements, the “*Apria Trademark Security Agreements*”), pursuant to which each Grantor granted to the Secured Party a lien on and security interest in and to all of such Grantor’s right, title and interest in, to and under all the Trademarks of such Grantor (excluding those trademark applications qualifying for the “intent to use” exception set forth in Section 2 of the Apria 2011 Trademark Security Agreement), including, without limitation, those items listed on Schedule II attached hereto and all Proceeds (as defined in the Security Agreement) of any and all of the foregoing (such Trademarks, the “*Apria 2011 Trademark Collateral*” and, together with the Apria 2008 Trademark Collateral, the “*Apria Trademark Collateral*”)

WHEREAS, the Secured Party recorded the Apria 2011 Trademark Security Agreements with the U.S. Patent and Trademark Office on August 10, 2011 at Reel/Frame 4601/0969 and Reel/Frame 4601/0983; and

WHEREAS, the Secured Party has agreed to release its rights under each of the Apria Trademark Security Agreements and to re-convey to the Grantors any and all rights such Grantors may possess in and to the Apria Trademark Collateral.

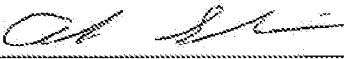
NOW THEREFORE, in consideration for the promises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

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 Apria Trademark Collateral granted to the Secured Party pursuant to the Security Agreement and each Apria Trademark Security Agreement and releases all other rights it may have to the Apria Trademark Collateral under the Security Agreement or any Apria Trademark Security Agreement.
2. The Secured Party, to the extent granted in the Security Agreement or any Apria Trademark Security Agreement, hereby assigns, grants and otherwise re-conveys to each Grantor all of its right, title and interest (if any) in and to the Apria Trademark Collateral and all goodwill associated therewith originally granted to the Secured Party pursuant to the Security Agreement or such Apria Trademark Security Agreement.
3. Upon the request of the Grantors, the Secured Party further agrees, at the Grantors' expense, to execute, procure and deliver all documents necessary to 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.

BANK OF AMERICA, N.A., as Secured
Party

By: 
Name: Adam Seiden
Title: SVP

[Signature Page to Trademark Release]

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

A. Security interest recorded on November 1, 2008 under Reel /Frame 3881/0312

<u>Grantor</u>	<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>
Apria Healthcare Group Inc.	USA	STAR MEDICAL RX	76/273,832	6/20/2001	2,748,165	8/5/2003	Registered	8/5/2013

B. Security interest recorded on October 31, 2008 under Reel /Frame 3881/0294

<u>Grantor</u>	<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>
Apria Healthcare Group Inc.	USA	APRIA HEALTHCARE	78/539,998	12/30/2004				

C. Security interest recorded on November 1, 2008 under Reel /Frame 3881/0328

<u>Grantor</u>	<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>
Apria Healthcare Group Inc.	USA	APRIA	78/538,197	12/24/2004	3,437,644	5/27/2008	Registered	5/27/2018
Apria Healthcare Group Inc.	USA	APRIA GREAT ESCAPES	75/919,113	9/9/99	2,724,757	6/10/2003	Registered	6/10/2013
Apria Healthcare Group Inc.	USA	APRIA HEALTHCARE (Class 05,42)	75/389,297	11/13/1997	2,297,368	12/7/1999	Registered	12/7/2019
Apria Healthcare Group Inc.	USA	APRIA HEALTHCARE (Class 05, 10, 12)	78/538,198	12/24/2004	3,437,645	5/27/2008	Registered	5/27/2018
Apria Healthcare Group Inc.	USA	APRIA HEALTHCARE AND/OR WITH DESIGN	74/710,078	8/2/95	2,232,498	3/16/1999	Registered	3/16/2019
Apria Healthcare Group Inc.	USA	APRIA PHARMACY NETWORK	78/538,195	12/24/2004	3,303,530	10/2/2007	Registered	10/2/2017
Apria Healthcare Group Inc.	USA	HEALING BEGINS AT HOME	78/570,839	2/18/2005	3,220,639	3/20/2007	Registered	3/20/2017
Apria Healthcare	USA	RESPIMED	74/148,131	3/15/1991	1,699,458	7/7/1992	Registered	7/7/2022

<u>Grantor</u>	<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>
Group Inc.								
Apria Healthcare Group Inc.	USA	WASSEROTT'S	73/811,928	7/11/1989	1,618,113	10/16/1990	Registered	10/16/2020
Apria Healthcare Group Inc.	USA	WASSEROTT'S EVERYTHING MEDICAL SINCE 1924 & DESIGN	76/450,880	9/17/2002	2,844,293	5/25/2004	Registered	5/25/2014
Apria Healthcare Group Inc.	USA	APRIA HEALTHCARE & DESIGN	78/980,515	12/30/2004	3,552,185	12/23/2008	Registered	12/23/2018
Apria Healthcare Group Inc.	USA	APRIA HOMECARE ESSENTIALS	76/321,047	10/04/2001	2,645,595	11/05/2002		
Apria Healthcare Group Inc.	USA	OXYGEN ASSIST	78/380,103	03/08/2004	2,987,407	08/23/2005		
Apria Healthcare Group Inc.	USA	APRIA RESPIRATORY ASSIST	78/539,988	12/30/2004	3,054,223	01/31/2006		
Apria Healthcare Group Inc.	USA	APRIA HEALTHCARE	78/539,998	12/30/2004				

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

A. Security interest recorded on August 10, 2011 under Reel /Frame 4601/0969

<u>Grantor</u>	<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>
Apria Healthcare Group Inc.	USA	APRIA	78/538,197	12/24/2004	3,437,644	05/27/2008	Registered	5/27/2018
Apria Healthcare Group Inc.	USA	APRIAALERT	77/886749	12/04/2009	4,053,541	11/08/2011	Registered	11/08/2021
Apria Healthcare Group Inc.	USA	APRIA GREAT ESCAPES	75/919,113	9/9/1999	2,724,757	6/10/2003	Registered	6/10/2013
Apria Healthcare Group Inc.	USA	APRIA HEALTHCARE (Class 05,42)	75/389,297	11/13/1997	2,297,368	12/7/1999	Registered	12/7/2019
Apria Healthcare Group Inc.	USA	APRIA HEALTHCARE (Class 05, 10, 12)	78/538,198	12/24/2004	3,437,645	05/27/2008	Registered	5/27/2018
Apria Healthcare Group Inc.	USA	APRIA HEALTHCARE AND/OR WITH DESIGN	74/710,078	8/2/1995	2,232,498	3/16/1999	Registered	3/16/2019
Apria Healthcare Group Inc.	USA	APRIA PHARMACY NETWORK	78/538,195	12/24/2004	3,303,530	10/2/2007	Registered	10/2/2017
Apria Healthcare Group Inc.	USA	HEALING BEGINS AT HOME	78/570,839	2/18/2005	3,220,639	3/20/2007	Registered	3/20/2017
Apria Healthcare Group Inc.	USA	RESPIMED	74/148,131	3/15/1991	1,699,458	7/7/1992	Registered	7/7/2022
Apria Healthcare Group Inc.	USA	WASSEROTT'S	73/811,928	7/11/1989	1,618,113	10/16/1990	Registered	10/16/2020
Apria Healthcare Group Inc.	USA	WASSEROTT'S EVERYTHING MEDICAL SINCE 1924 & DESIGN	76/450,880	9/17/2002	2,844,293	5/25/2004	Registered	5/25/2014
Apria Healthcare Group Inc.	USA	APRIA HEALTHCARE & DESIGN	78/980,515	12/30/2004	3,552,185	12/23/2008	Registered	12/23/2018
Apria Healthcare Group Inc.	USA	SOMNOSIS	85/253267	02/28/2011	Pending	N/A	N/A	N/A
Apria Healthcare Group Inc.	USA	TOLEDO I.V. CARE	85/286364	04/05/2011	Pending	N/A	N/A	N/A
Apria	USA	YOUNG	85/32288	05/17/20	4,412,921	10/08/	Registered	10/08/20

<u>Grantor</u>	<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>
Healthcare Group Inc.		MEDICAL	4	11		2013		23
Apria Healthcare Group Inc.	USA	VALESCENT	85/378245	07/22/2011	4,436,953	11/19/2013	Registered	11/19/2023
Apria Healthcare Group Inc.	USA	VALESCENT LOGO MARK	85/381962	07/27/2011	4,429,225	11/05/2013	Registered	11/05/2023
Apria Healthcare Group Inc.	USA	APRIA HOMECARE ESSENTIALS	76/321,047	10/04/2001	2,645,595	11/05/2002		
Apria Healthcare Group Inc.	USA	OXYGEN ASSIST	78/380,103	03/08/2004	2,987,407	08/23/2005		
Apria Healthcare Group Inc.	USA	APRIA RESPIRATORY ASSIST	78/539,988	12/30/2004	3,054,223	01/31/2006		
Apria Healthcare Group Inc.	USA	APRIA HEALTHCARE	78/539,998	12/30/2004				

B. Security interest recorded on August 10, 2011 under Reel /Frame 4601/0983

<u>Grantor</u>	<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>
Apria Healthcare Group Inc.	USA	STAR MEDICAL RX	76/273,832	6/20/2001	2,748,165	8/5/2003	Registered	8/5/2013