

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM358283

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Assignment of Intellectual Property Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
General Electric Capital Corporation, as Retiring Agent		08/21/2015	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Antares Capital LP, as Successor Agent		
Street Address:	500 West Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60661		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	3795569	AERMEDS	
Registration Number:	3700520	AMERICAN CPAP DIRECT	
Registration Number:	1991460	AMERICAN HOMEPATIENT	
Registration Number:	3091218	CHF HEART MATTERS	
Registration Number:	3123328	REDI	
CORRESPONDENCE DATA			
Fax Number:	3129939767		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	312/876-7628		
Email:	linda.kastner@lw.com		
Correspondent Name:	Linda R. Kastner, c/o Latham & Watkins		
Address Line 1:	330 North Wabash Avenue		
Address Line 2:	Suite 2800		
Address Line 4:	Chicago, ILLINOIS 60611		
NAME OF SUBMITTER:	Linda Kastner		
SIGNATURE:	/lk/		
DATE SIGNED:	10/12/2015		
Total Attachments: 22			

OP \$140.00 3795569

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ASSIGNMENT OF INTELLECTUAL PROPERTY
SECURITY AGREEMENT

This **ASSIGNMENT OF INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this “Assignment”), dated as of August 21, 2015, is by **GENERAL ELECTRIC CAPITAL CORPORATION** (individually, “**GECC**”), acting in its capacity as the current and resigning administrative agent (in such capacity, the “**Retiring Agent**”) and **ANTARES CAPITAL LP**, a Delaware limited partnership (individually, “**Antares**”), acting in its capacity as the successor administrative agent (in such capacity, the “**Successor Agent**”).

RECITALS:

WHEREAS, American HomePatient, Inc., a Tennessee corporation, as “Grantor”, and Retiring Agent are parties to those certain intellectual property security agreements identified in Exhibit A attached hereto (as the same have been and may hereafter be amended, restated, supplemented or otherwise modified from time to time, collectively, the “**Agreements**”) covering certain intellectual property set forth on Exhibit B attached hereto; and

WHEREAS, pursuant to that certain Omnibus Agency Transfer Agreement by and among GECC, as the Retiring Agent, and Antares, as Successor Agent, Retiring Agent has assigned to Successor Agent all of its rights, remedies, duties and other obligations under, among other documents, the Agreements, in each instance, in its capacity as administrative agent and, if applicable, collateral agent.

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Retiring Agent hereby assigns and transfers to Successor Agent and its successors and assigns, all of its rights, title and interest in and to the Agreements.

This Assignment may be executed in any number of counterparts, each of which when so executed shall be deemed an original and all of which taken together shall constitute one and the same instrument.

- Remainder of Page Intentionally Left Blank; Signature Page Follows –

IN WITNESS WHEREOF, Retiring Agent and Successor Collateral Agent have caused this Assignment to be duly executed as of the date first above written.

RETIRING AGENT:

**GENERAL ELECTRIC CAPITAL
CORPORATION**

By: 

Name: STEVEN FLOWERS

Its: Duly Authorized Signatory

SUCCESSOR AGENT:

ANTARES CAPITAL LP

By: 

Name: DAVID BRACKETT

Title: Duly Authorized Signatory

EXHIBIT A

First Lien Trademark Security Agreement dated as of September 2, 2010, recorded with the United States Patent and Trademark Office on September 15, 2010 at Reel 004278, Frame 0289

Second Lien Trademark Security Agreement dated as of September 2, 2010, recorded with the United States Patent and Trademark Office on September 15, 2010 at Reel 004278, Frame 0551

EXHIBIT B

See attached

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT																		
NATURE OF CONVEYANCE:	FIRST LIEN TRADEMARK SECURITY AGREEMENT																		
CONVEYING PARTY DATA																			
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 30%;">Name</th> <th style="width: 30%;">Formerly</th> <th style="width: 20%;">Execution Date</th> <th style="width: 20%;">Entity Type</th> </tr> <tr> <td>AMERICAN HOMEPATIENT, INC.</td> <td></td> <td>09/02/2010</td> <td>CORPORATION: DELAWARE</td> </tr> <tr> <td>AMERICAN HOMEPATIENT, INC.</td> <td></td> <td>09/02/2010</td> <td>CORPORATION: TENNESSEE</td> </tr> </table>	Name	Formerly	Execution Date	Entity Type	AMERICAN HOMEPATIENT, INC.		09/02/2010	CORPORATION: DELAWARE	AMERICAN HOMEPATIENT, INC.		09/02/2010	CORPORATION: TENNESSEE							
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AMERICAN HOMEPATIENT, INC.		09/02/2010	CORPORATION: TENNESSEE																
RECEIVING PARTY DATA																			
Name:	GENERAL ELECTRIC CAPITAL CORPORATION AS FIRST LIEN AGENT																		
Street Address:	2 Bethesda Metro Center, Suite 600																		
City:	Bethesda																		
State/Country:	MARYLAND																		
Postal Code:	20814																		
Entity Type:	CORPORATION: DELAWARE																		
PROPERTY NUMBERS Total: 5																			
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<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>																			
Phone:	312-876-7700																		
Email:	ohereliuk@hotmail.com																		
Correspondent Name:	Latham & Watkins LLP																		
Address Line 1:	233 South Wacker Drive, Suite 5800																		
Address Line 2:	Dan Long, Esq																		
Address Line 4:	Chicago, ILLINOIS 60606																		

OP \$140.00 3795569

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TRADEMARK
REEL: 004278 FRAME: 0289
TRADEMARK
REEL: 005643 FRAME: 0049

ATTORNEY DOCKET NUMBER:	3795569
NAME OF SUBMITTER:	Oleh Hereliuk
Signature:	/oh/
Date:	09/15/2010
<p>Total Attachments: 9</p> <p>source=Cover Page - First Lien TSA#page1.tif</p> <p>source=Cover Page - First Lien TSA#page2.tif</p> <p>source=First Lien Trademark Security Agreement#page1.tif</p> <p>source=First Lien Trademark Security Agreement#page2.tif</p> <p>source=First Lien Trademark Security Agreement#page3.tif</p> <p>source=First Lien Trademark Security Agreement#page4.tif</p> <p>source=First Lien Trademark Security Agreement#page5.tif</p> <p>source=First Lien Trademark Security Agreement#page6.tif</p> <p>source=First Lien Trademark Security Agreement#page7.tif</p>	

FIRST LIEN TRADEMARK SECURITY AGREEMENT

THIS FIRST LIEN TRADEMARK SECURITY AGREEMENT, dated as of September 2, 2010, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of General Electric Capital Corporation ("GE Capital"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the Lenders (as defined in the First Lien Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the First Lien Credit Agreement, dated as of September 2, 2010 (as the same may be amended, amended and restated, supplemented or otherwise modified from time to time, the "First Lien Credit Agreement"), among the Borrower, Holdings, the other Credit Parties, the Lenders from time to time party thereto and GE Capital, as Agent for the Lenders, the Lenders have agreed to amend and restate certain of the Original Obligations upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor (other than the Borrower) has agreed, pursuant to a First Lien Guaranty and Security Agreement of even date herewith in favor of the Agent (the "First Lien Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the First Lien Credit Agreement) of the Borrower; and

WHEREAS, all of the Grantors are party to the First Lien Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this First Lien Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Agent to enter into the First Lien Credit Agreement, each Grantor hereby agrees with the Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the First Lien Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the Agent for the benefit of the Secured Parties, and grants to the Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

(a) all of its Trademarks, including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. First Lien Guaranty and Security Agreement. The security interest granted pursuant to this First Lien Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the First Lien Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the First Lien Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks subject to a security interest hereunder.

Section 5. Counterparts. This First Lien Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This First Lien Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each Grantor has caused this First Lien Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

AMERICAN HOMEPATIENT, INC.
a Delaware corporation
as Grantor

By: S. Clanton
Name: Stephen Clanton
Title: Exec. V.P. & Secretary

[Signature page to First Lien Trademark Security Agreement]

IN WITNESS WHEREOF, each Grantor has caused this First Lien Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

AMERICAN HOMEPATIENT, INC.
a Tennessee corporation
as Grantor

By: S. Clanton
Name: Stephen Clanton
Title: Exec. V.P. & Secretary

[Signature page to First Lien Trademark Security Agreement]

TRADEMARK
REEL: 004278 FRAME: 0294

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION
as Agent

By: Benjamin McCarroll
Name: Benjamin McCarroll
Title: Its Authorized Signatory

[Signature page to First Lien Trademark Security Agreement]

SCHEDULE I
TO
[COPYRIGHT] [PATENT] [TRADEMARK] SECURITY AGREEMENT

[COPYRIGHT] [PATENT] [TRADEMARK] REGISTRATIONS

1. REGISTERED [COPYRIGHTS] [PATENTS] [TRADEMARKS]

[Include Registration Number and Date]

2. [COPYRIGHT] [PATENT] [TRADEMARK] APPLICATIONS

[Include Application Number and Date]

SCHEDULE I
TO
FIRST LIEN TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS

<u>Owner</u>	<u>Title</u>	<u>Filing Date</u>	<u>Registration No.</u>
American HomePatient, Inc. (DE)	AERMEDS	6/01/10	3795569
American HomePatient, Inc. (DE)	AMERICAN CPAP DIRECT	10/20/09	3700520
American HomePatient, Inc. (TN)	AMERICAN HOMEPATIENT	8/06/96	1991460
American HomePatient, Inc. (TN)	CHF HEART MATTERS	5/09/06	3091218
American HomePatient, Inc. (TN)	REDI ✓	8/01/06	3123328

TRADEMARK ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT																				
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<table border="1"> <tr> <td>Name:</td> <td>GENERAL ELECTRIC CAPITAL CORPORATION AS SECOND LIEN AGENT</td> </tr> <tr> <td>Street Address:</td> <td>2 Bethesda Metro Center, Suite 600</td> </tr> <tr> <td>City:</td> <td>Bethesda</td> </tr> <tr> <td>State/Country:</td> <td>MARYLAND</td> </tr> <tr> <td>Postal Code:</td> <td>20814</td> </tr> <tr> <td>Entity Type:</td> <td>CORPORATION: DELAWARE</td> </tr> </table>				Name:	GENERAL ELECTRIC CAPITAL CORPORATION AS SECOND LIEN AGENT	Street Address:	2 Bethesda Metro Center, Suite 600	City:	Bethesda	State/Country:	MARYLAND	Postal Code:	20814	Entity Type:	CORPORATION: DELAWARE						
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TRADEMARK
 REEL: 004278 FRAME: 0551
 TRADEMARK
 REEL: 005643 FRAME: 0058

ATTORNEY DOCKET NUMBER:	3795569-2
NAME OF SUBMITTER:	Oleh Hereliuk
Signature:	/oh/
Date:	09/15/2010
<p>Total Attachments: 9</p> <p>source=Cover Page - Second Lien TSA#page1.tif</p> <p>source=Cover Page - Second Lien TSA#page2.tif</p> <p>source=Second Lien Trademark Security Agreement#page1.tif</p> <p>source=Second Lien Trademark Security Agreement#page2.tif</p> <p>source=Second Lien Trademark Security Agreement#page3.tif</p> <p>source=Second Lien Trademark Security Agreement#page4.tif</p> <p>source=Second Lien Trademark Security Agreement#page5.tif</p> <p>source=Second Lien Trademark Security Agreement#page6.tif</p> <p>source=Second Lien Trademark Security Agreement#page7.tif</p>	

SECOND LIEN TRADEMARK SECURITY AGREEMENT

THIS SECOND LIEN TRADEMARK SECURITY AGREEMENT, dated as of September 2, 2010, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of General Electric Capital Corporation ("GE Capital"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the Lenders (as defined in the Second Lien Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Second Lien Credit Agreement, dated as of September 2, 2010 (as the same may be amended, amended and restated, supplemented or otherwise modified from time to time, the "Second Lien Credit Agreement"), among the Borrower, Holdings, the other Credit Parties, the Lenders from time to time party thereto and GE Capital, as Agent for the Lenders, the Lenders have agreed to amend and restate certain of the Original Obligations upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor (other than the Borrower) has agreed, pursuant to a Second Lien Guaranty and Security Agreement of even date herewith in favor of the Agent (the "Second Lien Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Second Lien Credit Agreement) of the Borrower; and

WHEREAS, all of the Grantors are party to the Second Lien Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Second Lien Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Agent to enter into the Second Lien Credit Agreement, each Grantor hereby agrees with the Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Second Lien Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the Agent for the benefit of the Secured Parties, and grants to the Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

(a) all of its Trademarks, including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Second Lien Guaranty and Security Agreement. The security interest granted pursuant to this Second Lien Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Second Lien Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Second Lien Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks subject to a security interest hereunder.

Section 5. Counterparts. This Second Lien Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

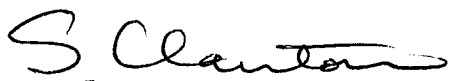
Section 6. Governing Law. This Second Lien Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each Grantor has caused this Second Lien Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

AMERICAN HOMEPATIENT, INC.
a Delaware corporation
as Grantor


By: 
Name: Stephen Clanton
Title: Exec. V.P. & Secretary

[Signature page to Second Lien Trademark Security Agreement]

IN WITNESS WHEREOF, each Grantor has caused this Second Lien Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

AMERICAN HOMEPATIENT, INC.
a Tennessee corporation
as Grantor

By: 
Name: Stephen Clanton
Title: Exec. V.P. & Secretary

[Signature page to Second Lien Trademark Security Agreement]

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION
as Agent

By: Ben McCall
Name: Benjamin McCall
Title: VP of Intellectual Property

[Signature page to Second Lien Trademark Security Agreement]

SCHEDULE I
TO
[COPYRIGHT] [PATENT] [TRADEMARK] SECURITY AGREEMENT

[COPYRIGHT] [PATENT] [TRADEMARK] REGISTRATIONS

1. REGISTERED [COPYRIGHTS] [PATENTS] [TRADEMARKS]

[Include Registration Number and Date]

2. [COPYRIGHT] [PATENT] [TRADEMARK] APPLICATIONS

[Include Application Number and Date]

SCHEDULE I
TO
SECOND LIEN TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS

<u>Owner</u>	<u>Title</u>	<u>Filing Date</u>	<u>Registration No.</u>
American HomePatient, Inc. (DE)	AERMEDS	6/01/10	3795569
American HomePatient, Inc. (DE)	AMERICAN CPAP DIRECT	10/20/09	3700520
American HomePatient, Inc. (TN)	AMERICAN HOMEPATIENT	8/06/96	1991460
American HomePatient, Inc. (TN)	CHF HEART MATTERS	5/09/06	3091218
American HomePatient, Inc. (TN)	REDI ✓	8/01/06	3123328