

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM496673

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.		11/02/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	WELLS FARGO BANK, N.A.		
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: 24			
Property Type	Number	Word Mark	
Serial Number:	88033548	STRATEGIC AFFILIATE NETWORK	
Serial Number:	87978520	MAXREST	
Serial Number:	87067954	ACE APRIA CLINICAL EVIDENCE	
Serial Number:	78538197	APRIA	
Serial Number:	85534800	APRIADIRECT	
Serial Number:	75919113	APRIA GREAT ESCAPES	
Serial Number:	75389297	APRIA HEALTHCARE	
Serial Number:	78538198	APRIA HEALTHCARE	
Serial Number:	78980515	APRIA HEALTHCARE	
Serial Number:	74710078	APRIA HEALTHCARE	
Serial Number:	86849740	APRIALINK	
Serial Number:	78538195	APRIA PHARMACY NETWORK	
Serial Number:	86849737	APRIA PHARMACY NETWORK	
Serial Number:	87394897	MAXREST	
Serial Number:	87865154	MAXREST	
Serial Number:	87782998	PREMIUM CARE SLEEP	
Serial Number:	86872426	REFRESH	
Serial Number:	74148131	RESPIMED	
Serial Number:	76273832	STAR MEDICAL RX	
TRADEMARK			

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Property Type	Number	Word Mark
Serial Number:	85378245	VALESCENT
Serial Number:	85381962	
Serial Number:	73811928	WASSEROTT'S
Serial Number:	76450880	W WASSEROTT'S EVERYTHING MEDICAL SINCE 1
Serial Number:	85322884	YOUNG MEDICAL

CORRESPONDENCE DATA

Fax Number:

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.

Phone: 212.318.6532
Email: alanagramer@paulhastings.com
Correspondent Name: Alana Gramer
Address Line 1: c/o Paul Hastings LLP
Address Line 2: 200 Park Avenue
Address Line 4: NEW YORK, NEW YORK 10166

NAME OF SUBMITTER:	ALANA GRAMER
SIGNATURE:	/s/ ALANA GRAMER
DATE SIGNED:	11/02/2018

Total Attachments: 6
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**GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS**

This Trademark Security Agreement, dated as of November 2, 2018, by and between APRIA HEALTHCARE GROUP INC., a corporation formed under the laws 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]

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: Rina Shinoda
Vice President

SCHEDULE I
to
GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS

Trademark	Serial No.	Filing Date	Reg. No.	Reg. Date	Status
STRATEGIC AFFILIATE NETWORK	88/033548	7/11/2018			Pending
MAXREST	87/978520	3/31/2017			Published 1/30/18
ACE APRIA CLINICAL EVIDENCE & DESIGN (Class 042 and 044)	87/067,954	06/10/2016			Published 04/25/2017
APRIA (Class 05, 10, 12, 20)	78/538,197	12/24/2004	3,437,644	05/27/2008	Registered
Apria (Design only)					Pending
APRIA BRINGS HEALTHCARE HOME					Claimed w/o registration
APRIADIRECT (Class 35)	85/534,800	02/06/2012	4,205,646	09/11/2012	Registered
APRIA GREAT ESCAPES	75/919,113	9/9/1999	2,724,757	6/10/2003	Registered
APRIA HEALTHCARE (Class 05,42)	75/389,297	11/13/1997	2,297,368	12/7/1999	Registered
APRIA HEALTHCARE (Class 05, 10, 12)	78/538,198	12/24/2004	3,437,645	05/27/2008	Registered
APRIA HEALTHCARE & DESIGN (Class 05, 10, 12, 20)	78/980,515	12/30/2004	3,552,185	12/23/2008	Registered
APRIA HEALTHCARE AND/OR WITH DESIGN (Class 05, 10, 12, 20)	74/710,078	8/2/1995	2,232,498	3/16/1999	Registered
APRIALINK & Design (Class 09, 35, 42,44)	86,849740	12/15/2015	5,438,708	4/3/2018	Registered
APRIA PHARMACY NETWORK (Class 05)	78/538,195	12/24/2004	3,303,530	10/2/2007	Registered
APRIA PHARMACY NETWORK DESIGN (Class 05, 10, 39)	86849737	12/15/2015			Published 03/06/2018
HEALTHY LIVING HOME MEDICAL & DESIGN (Note: owned by Healthy Living Home Medical LLC)					Pending
MaxRest (Class 10, 03, 05, 09)	87394897	03/31/2017			Published 1/30/2018
MaxRest (Class 41)	87865154	04/05/2018			Pending
PREFERRED MEDICAL &DESIGN					Pending
PREMIUM CARE SLEEP (Class 42)	87782998	2/03/2018			Pending
REFRESH (Class 05, 10, 44)	86872426	1/12/2016			Published 07/18/2017

Trademark	Serial No.	Filing Date	Reg. No.	Reg. Date	Status
RESPIMED (Class 39, 42)	74/148,131	3/15/1991	1,699,458	7/7/1992	Registered
STAR MEDICAL RX (Class 35)	76/273,832	6/20/2001	2,748,165	8/5/2003	Registered
VALESCENT (Class 35, 44)	85/378245	07/22/2011	4,436,953	11/19/2013	Registered
VALESCENT LOGO MARK (Class 35, 44)	85/381962	07/27/2011	4,429,225	11/05/2013	Registered
WASSEROTT'S (Class 42)	73/811,928	7/11/1989	1,618,113	10/16/1990	Registered
WASSEROTT'S EVERYTHING MEDICAL SINCE 1924 & DESIGN (Class 35, 44)	76/450,880	9/17/2002	2,844,293	5/25/2004	Registered
WE INVITE VETERANS TO JOIN OUR RANNKS & DESIGN					Pending
YOUNG MEDICAL (Class 10, 44)	85/322884	05/17/2011	4,412,921	10/08/2013	Registered