

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM528817

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Apria Healthcare Group Inc.		06/21/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Citizens Bank, N.A., as Collateral Agent		
Street Address:	28 State Street, Suite 1500		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02109		
Entity Type:	national association: UNITED STATES		
PROPERTY NUMBERS Total: 20			
Property Type	Number	Word Mark	
Registration Number:	5603391	MAXREST	
Registration Number:	5492775	ACE APRIA CLINICAL EVIDENCE	
Registration Number:	3437644	APRIA	
Registration Number:	4205646	APRIADIRECT	
Registration Number:	2724757	APRIA GREAT ESCAPES	
Registration Number:	2297368	APRIA HEALTHCARE	
Registration Number:	3437645	APRIA HEALTHCARE	
Registration Number:	3552185	APRIA HEALTHCARE	
Registration Number:	2232498	APRIA HEALTHCARE	
Registration Number:	5438708	APRIALINK	
Registration Number:	3303530	APRIA PHARMACY NETWORK	
Registration Number:	5588577	APRIA PHARMACY NETWORK	
Registration Number:	5638295	REFRESH	
Registration Number:	1699458	RESPIMED	
Registration Number:	2748165	STAR MEDICAL RX	
Registration Number:	4436953	VALESCENT	
Registration Number:	4429225		
Registration Number:	1618113	WASSEROTT'S	
Registration Number:	2844293	W WASSEROTT'S EVERYTHING MEDICAL SINCE 1	

OP \$515.00 5603391

Property Type	Number	Word Mark
Registration Number:	4412921	YOUNG MEDICAL
CORRESPONDENCE DATA		
Fax Number:	2138918763	
<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>		
Email:	rhonda.deleon@lw.com	
Correspondent Name:	Latham & Watkins LLP	
Address Line 1:	355 South Grand Avenue	
Address Line 4:	Los Angeles, CALIFORNIA 90071-1560	
ATTORNEY DOCKET NUMBER:	057367-0018	
NAME OF SUBMITTER:	Rhonda DeLeon	
SIGNATURE:	/Rhonda DeLeon/	
DATE SIGNED:	06/21/2019	
Total Attachments: 5		
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TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement, dated as of June 21, 2019, by **APRIA HEALTHCARE GROUP INC.**, (the “**Grantor**”), in favor of Citizens Bank, N.A., in its capacity as Collateral Agent (the “**Collateral Agent**”).

WITNESSETH:

WHEREAS, the Grantor is party to a Security Agreement dated as of June 21, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”) in favor of the Collateral Agent 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 Lenders to make the Loans under the Credit Agreement, the Grantor hereby agrees with the Collateral Agent 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 Collateral Agent 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 (excluding any Excluded Assets) all Trademark registrations and applications of such Grantor, including those listed on Schedule 1 attached hereto.

SECTION 3. The Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and the Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement. 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 unless the Collateral Agent shall otherwise reasonably determine.


SECTION 4. Termination. Upon the termination of the Security Agreement in accordance with Section 6.11 thereof, the Collateral Agent shall, at the expense of the Grantor, promptly execute, acknowledge, and deliver to the Grantor an instrument reasonably requested by the Grantor in writing in recordable form releasing the lien on and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. 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. Delivery of an executed signature page to this Trademark Security Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Trademark Security Agreement.

SECTION 6. Intercreditor Agreements. Notwithstanding any provision to the contrary contained herein, the terms of this Trademark Security Agreement, the Liens created hereby and the rights and remedies of the Collateral Agent hereunder are subject to the terms of each applicable Intercreditor Agreement. In the event of any conflict or inconsistency between the terms of this Trademark Security Agreement and an Intercreditor Agreement, the terms of such Intercreditor Agreement shall govern.

[Signature Pages Follow.]

APRIA HEALTHCARE GROUP INC.

By: 
Name: Debra L. Morris
Title: Executive Vice President and Chief
Financial Officer

SIGNATURE PAGE TO
TRADEMARK SECURITY AGREEMENT

TRADEMARK
REEL: 006676 FRAME: 0004

CITIZENS BANK, N.A.,
as Collateral Agent

By: Aman Patel
Name: Aman Patel
Title: Vice President

SIGNATURE PAGE TO
TRADEMARK SECURITY AGREEMENT

TRADEMARK
REEL: 006676 FRAME: 0005

TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark	Reg. No.	Reg. Date	Serial No.	Filing Date	Owner
MAXREST (Class 10, 03, 09)	5,603,391	11/6/2018	87/978520	3/31/2017	Apria Healthcare Group Inc.
ACE APRIA CLINICAL EVIDENCE & DESIGN (Class 042 and 044)	5,492,775	6/12/2018	87/067,954	06/10/2016	Apria Healthcare Group Inc.
APRIA (Class 05, 10, 12, 20)	3,437,644	05/27/2008	78/538,197	12/24/2004	Apria Healthcare Group Inc.
Apria (Design only)					Apria Healthcare Group Inc.
APRIA BRINGS HEALTHCARE HOME					Apria Healthcare Group Inc.
APRIADIRECT (Class 35)	4,205,646	09/11/2012	85/534,800	02/06/2012	Apria Healthcare Group Inc.
APRIA GREAT ESCAPES	2,724,757	6/10/2003	75/919,113	9/9/1999	Apria Healthcare Group Inc.
APRIA HEALTHCARE (Class 05,42)	2,297,368	12/7/1999	75/389,297	11/13/1997	Apria Healthcare Group Inc.
APRIA HEALTHCARE (Class 05, 10, 12)	3,437,645	05/27/2008	78/538,198	12/24/2004	Apria Healthcare Group Inc.
APRIA HEALTHCARE & DESIGN (Class 05, 10, 12, 20)	3,552,185	12/23/2008	78/980,515	12/30/2004	Apria Healthcare Group Inc.
APRIA HEALTHCARE AND/OR WITH DESIGN (Class 05, 10, 12, 20)	2,232,498	3/16/1999	74/710,078	8/2/1995	Apria Healthcare Group Inc.
APRIALINK & Design (Class 09, 35, 42,44)	5,438,708	4/3/2018	86,849740	12/15/2015	Apria Healthcare Group Inc.
APRIA PHARMACY NETWORK (Class 05)	3,303,530	10/2/2007	78/538,195	12/24/2004	Apria Healthcare Group Inc.
APRIA PHARMACY NETWORK & DESIGN (Class 05, 10, 39, 44)	5,588,577	10/23/2018	86849737	12/15/2015	Apria Healthcare Group Inc.

Trademark	Reg. No.	Reg. Date	Serial No.	Filing Date	Owner
PREFERRED MEDICAL & DESIGN					Apria Healthcare Group Inc.
REFRESH (Class 05, 10, 44)	5,638,295	12/25/2018	86872426	1/12/2016	Apria Healthcare Group Inc.
RESPIMED (Class 39, 42)	1,699,458	7/7/1992	74/148,131	3/15/1991	Apria Healthcare Group Inc.
STAR MEDICAL RX (Class 35)	2,748,165	8/5/2003	76/273,832	6/20/2001	Apria Healthcare Group Inc.
VALESCENT (Class 35, 44)	4,436,953	11/19/2013	85/378245	07/22/2011	Apria Healthcare Group Inc.
VALESCENT LOGO MARK (Class 35, 44)	4,429,225	11/05/2013	85/381962	07/27/2011	Apria Healthcare Group Inc.
WASSEROTT'S (Class 42)	1,618,113	10/16/1990	73/811,928	7/11/1989	Apria Healthcare Group Inc.
WASSEROTT'S EVERYTHING MEDICAL SINCE 1924 & DESIGN (Class 35, 44)	2,844,293	5/25/2004	76/450,880	9/17/2002	Apria Healthcare Group Inc.
WE INVITE VETERANS TO JOIN OUR RANNKS & DESIGN					Apria Healthcare Group Inc.
YOUNG MEDICAL (Class 10, 44)	4,412,921	10/08/2013	85/322884	05/17/2011	Apria Healthcare Group Inc.