

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM528827

| | |
|------------------------------|--|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | RELEASE OF SECURITY INTEREST IN TRADEMARKS |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|------------------------|----------|----------------|--|
| WELLS FARGO BANK, N.A. | | 06/21/2019 | National Banking 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 |

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

| 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: 2123186532
Email: alanagramer@paulhastings.com
Correspondent Name: ALANA GRAMER
Address Line 1: C/O PAUL HASTINGS LLP
Address Line 4: NEW YORK, NEW YORK 10166

| | |
|---------------------------|--------------|
| NAME OF SUBMITTER: | ALANA GRAMER |
| SIGNATURE: | /s/ AG |
| DATE SIGNED: | 06/21/2019 |

Total Attachments: 4

source=Wells - Apria -Trademark Release (1)#page1.tif
source=Wells - Apria -Trademark Release (1)#page2.tif
source=Wells - Apria -Trademark Release (1)#page3.tif
source=Wells - Apria -Trademark Release (1)#page4.tif

RELEASE OF SECURITY INTEREST IN TRADEMARKS

This **RELEASE OF SECURITY INTEREST IN TRADEMARKS** (this "Release") is dated as of June 21, 2019 and delivered by **WELLS FARGO BANK, N.A.**, in its capacity as Administrative Agent for the Lenders under the Security Agreement referred to below (in such capacity, the "Agent"), in favor of **APRIA HEALTHCARE GROUP INC.**, a corporation formed under the laws of Delaware (the "Grantor"). All capitalized terms used but not otherwise defined herein have the meanings given to them in the Trademark Security Agreement (as defined below) or the Security Agreement (as defined below), as applicable.

WHEREAS, pursuant to that certain Security Agreement, dated as of November 2, 2018, (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") among the Grantor, the Agent and certain other parties thereto, in order to secure payments of Secured Obligations (as defined in the Security Agreement), the Grantor assigned, pledged and granted to the Agent, for the ratable benefit of the Lenders, a continuing security interest in all of the Grantor's right, title and interest in, to or under all of its Trademarks including, without limitation, the trademarks and trademark applications listed on Schedule I hereto, in each case to the extent the same constitute Collateral (as defined in the Security Agreement) (the "Intellectual Property").

WHEREAS, the Grant of Security Interest in United States Trademarks, dated as of November 2, 2018, evidencing the security interest granted by the Grantor in favor of the Agent, was recorded with the United States Patent and Trademark Office on November 2, 2018 at Reel/Frame 6515/0642 (the "Trademark Security Agreement").

WHEREAS, the Agent hereby acknowledges the full payment and performance of the Secured Obligations, and as a result desires to terminate and release its security interest in the Intellectual Property.

NOW, THEREFORE, for and in consideration of the foregoing, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agent, on behalf of itself and the Lenders, hereby terminates, releases and forever discharges any and all security interests it has in the Intellectual Property and any other Trademarks (as defined in the Trademark Security Agreement), terminates the Trademark Security Agreement, and retransfers and reassigns to the Grantor without representation or warranty of any kind, express or implied, free and clear of any claims by the Agent, all right, title or interest the Agent for its benefit and the benefits of the Lenders may have obtained in, to or under the Intellectual Property and any other Trademarks of the Grantor.

This Release shall be governed by and construed in accordance with the laws of the State of New York.

IN WITNESS WHEREOF, the Agent has caused this Release to be executed by its duly authorized signatory effective as of the date first above written.

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

By:  _____

Name:

Title:

Rina Shinoda
Vice President

[Signature Page to Trademark Security Agreement Release]

TRADEMARK
REEL: 006676 FRAME: 0037

SCHEDULE I

| 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 |