

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM555262

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Capital one, national association, as administrative agent and collateral agent		12/30/2019	National Banking Association: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	HomeTown Oxygen, Charlotte, L.L.C.		
<b>Street Address:</b>	41 Spring Street		
<b>City:</b>	New Providence		
<b>State/Country:</b>	NEW JERSEY		
<b>Postal Code:</b>	07974		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4615414	PATIENT ON DEMAND	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Phone:</b>	4045723401		
<b>Email:</b>	ssheesley@kslaw.com		
<b>Correspondent Name:</b>	Steven Sheesley		
<b>Address Line 1:</b>	1180 Peachtree Street NE		
<b>Address Line 2:</b>	King & Spalding LLP		
<b>Address Line 4:</b>	Atlanta, GEORGIA 30309		
<b>ATTORNEY DOCKET NUMBER:</b>	22582.515060		
<b>NAME OF SUBMITTER:</b>	Steven Sheesley		
<b>SIGNATURE:</b>	//Steven Sheesley//		
<b>DATE SIGNED:</b>	12/30/2019		
<b>Total Attachments: 5</b>			
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## TERMINATION AND RELEASE OF TRADEMARK SECURITY AGREEMENT

This **TERMINATION AND RELEASE OF TRADEMARK SECURITY AGREEMENT** (the "Release"), dated as of December 30, 2019, is made by Capital One, National Association (as successor by merger to Healthcare Financial Solutions, LLC), as administrative agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below) and the other Secured Parties in favor of Hometown Oxygen, Charlotte, L.L.C., a Delaware limited liability company (the "Grantor").

**WHEREAS**, pursuant to the Credit Agreement, dated as of March 9, 2017 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrowers, Holdings, the other Persons party thereto that are designated as a "Credit Party", Healthcare Financial Solutions, LLC, as Agent for the several financial solutions from time to time party thereto and for itself as a Lender (including as a Swingline Lender) and such Lenders, and pursuant to the Trademark Security Agreement, dated as of April 30, 2018 (the "Trademark Security Agreement"), the Grantor has granted a continuing security interest in and continuing lien upon the trademark registrations and trademark applications shown on Schedule A (the "Trademarks");

**WHEREAS**, the Trademark Security Agreement was recorded at the United States Patent and Trademark Office ("USPTO") on May 1, 2018 at Reel 6361 and Frame 0140; and

**WHEREAS**, Agent (acting at the direction of the Lenders) now desires to terminate and release the entirety of its security interest in the Trademarks.

**NOW THEREFORE**, in consideration of the mutual promises and undertakings set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and with the intention of being legally bound hereby, Agent (for itself and as Agent for the Lenders) and the Grantor agree as follows:

**SECTION 1. Defined Terms.** Capitalized terms used herein without definition shall have the meanings ascribed to such terms in the Credit Agreement or Trademark Security Agreement as the context may require.

**SECTION 2. Termination and Release.** The Agent (acting at the direction of the Lenders), for itself and as Agent for the Lenders, hereby:

(a) terminates, releases, and discharges its continuing security interest in and continuing lien upon the Trademarks. Any and all right, title, or interest of Agent in the Trademarks and all proceeds thereof, including without limitation, the goodwill of the business connected with the use of, and symbolized by, the Trademarks and any and all causes of action which may exist by reason of infringement of the Trademarks, shall hereby cease and become void;

(b) authorizes the recordation of this Release with the USPTO;

(c) releases without any recourse to the Agent (whether as Agent or in its personal capacity) and without any statement, representation, warranty, promise or undertaking whatsoever by the undersigned (whether as Agent or in its personal capacity); and

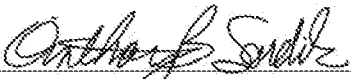
(d) agrees to execute any other documents and take any further action which is reasonably necessary in any state, country, or jurisdiction that the Grantor may reasonably require to effect the intent and purpose of this Release, provided that all such documents shall be prepared by Grantor's counsel and the cost and expense of such documents and actions shall be borne solely by the Grantor.

This release and the rights and obligations of the parties hereunder shall be governed by, and shall be construed and enforced in accordance with, the laws of the State of New York.

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IN WITNESS WHEREOF, the Agent has caused this Termination and Release of Security Interest in Trademarks to be duly executed as of the date first set forth above.

CAPITAL ONE, NATIONAL ASSOCIATION,  
as Agent

By:   
Name: Anthony B. Sendik  
Title: Duly Authorized Signatory

[TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS]

TRADEMARK  
REEL: 006827 FRAME: 0882

Acknowledged and Agreed

HOMETOWN OXYGEN, CHARLOTTE,  
L.L.C., as Grantor

By: 

Name: David Evans

Title: Chief Financial Officer

[TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS]

**TRADEMARK**  
**REEL: 006827 FRAME: 0883**

**Schedule A**  
**U.S. Trademarks**

<b>Mark</b>	<b>Application No.</b>	<b>Application Date</b>	<b>Registration No.</b>	<b>Registration Date</b>
PATIENT ON DEMAND	86103116	10/28/13	4615414	9/30/14