

RE 900277547
MRD 3/10/2014

03/12/2014



103666560

Form PTO-1594 (Rev. 01-09)
OMB Collection 0651-0027 (exp. 02/21)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):
 U.S. Bank National Association, as Collateral Agent

Individual(s) Association
 General Partnership Limited Partnership
 Corporation- State: _____
 Other Bank

Citizenship (see guidelines) United States

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies) Yes No

Additional names, addresses, or citizenship attached? Yes No

Name: Apria Healthcare Group Inc.
 Internal Address: _____
 Street Address: 26220 Enterprise Court
 City: Lake Forest
 State: CA
 Country: USA Zip: 02630

Association Citizenship _____
 General Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship Delaware
 Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
 (Designations must be a separate document from assignment)

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) January 16, 2014

Assignment Merger
 Security Agreement Change of Name
 Other Release of Trademark Security Interest

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)
Please see attached schedule.

B. Trademark Registration No.(s)
Please see attached schedule.

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):
Please see attached schedule.

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Thomas Fahey
 Internal Address: National Corporate Research
Suite 1130
 Street Address: 1025 Vermont Avenue N.W.
 City: Washington
 State: D.C. Zip: 20005
 Phone Number: (202) 370-4761
 Fax Number: (800) 494-7512
 Email Address: tfahey@nationalcorp.com

6. Total number of applications and registrations involved: 12

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

Authorized to be charged to deposit account
 Enclosed

8. Payment Information:

Deposit Account Number _____
 Authorized User Name _____

9. Signature: [Signature] March 10, 2014
 Signature Date

Katherine Stewart
 Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 5

20515.00
f Pd. 315.00

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

**SCHEDULE 1
TO
RELEASE OF TRADEMARK SECURITY INTEREST**

APRIA TRADEMARKS

U.S. TRADEMARK REGISTRATIONS AND APPLICATIONS

Apria Successor Agreement
filed with the U.S. Patent and Trademark Office on August 19, 2009 at Reel 4048, Frame 0646¹

<u>Country</u>	<u>Trademark</u>	<u>Serial No.</u>	<u>Filing Date</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Status</u>	<u>Renewal Due</u>
USA	APRIA	78/538,197	12/24/2004	3,437,644	05/27/2008	Registered	5/27/2018
USA	APRIA GREAT ESCAPES	75/919,113	9/9/1999	2,724,757	6/10/2003	Registered	6/10/2013
Mexico	APRIA HEALTHCARE (Class 05,42)	75/389,297	11/13/1997	2,297,368	12/7/1999	Registered	12/7/2019
USA	APRIA HEALTHCARE (Class 05, 10, 12)	78/538,198	12/24/2004	3,437,645	05/27/2008	Registered	5/27/2018
USA	APRIA HEALTHCARE AND/OR WITH DESIGN	74/710,078	8/2/1995	2,232,498	3/16/1999	Registered	3/16/2019
USA	APRIA PHARMACY NETWORK	78/538,195	12/24/2004	3,303,530	10/2/2007	Registered	10/2/2017
USA	HEALING BEGINS AT HOME	78/570,839	2/18/2005	3,220,639	3/20/2007	Registered	3/20/2017
USA	RESPIMED	74/148,131	3/15/1991	1,699,458	7/7/1992	Registered	7/7/2022
USA	STAR MEDICAL RX	76/273,832	6/20/2001	2,748,165	8/5/2003	Registered	8/5/2013
USA	WASSEROTT'S	73/811,928	7/11/1989	1,618,113	10/16/1990	Registered	10/16/2020
USA	WASSEROTT'S EVERYTHING MEDICAL SINCE 1924 & DESIGN	76/450,880	9/17/2002	2,844,293	5/25/2004	Registered	5/25/2014
USA	APRIA HEALTHCARE & DESIGN	78/980,515	12/30/2004	3,552,185	12/23/2008	Registered	12/23/2018

¹ Note that Reel 3881; Frame 0294 as recorded on October 31, 2008 is not applicable for the release of trademarks scheduled hereto.

RELEASE OF TRADEMARK SECURITY INTEREST

This RELEASE OF TRADEMARK SECURITY INTEREST ("*Release*") is made as of January 16, 2014 by U.S. BANK NATIONAL ASSOCIATION, as Collateral Agent for the Lenders (the "*Secured Party*").

WITNESSETH:

WHEREAS, Bank of America, N.A. (the "*Previous Agent*"), Apria Healthcare Group Inc. ("*Apria*"), a Delaware corporation, and certain subsidiaries of Apria (each a "*Grantor*" and collectively, the "*Grantors*"), are parties to that certain Security Agreement, dated as of October 28, 2008 (the "*Security Agreement*") in favor of the Previous Agent;

WHEREAS, in connection with the Security Agreement, the Previous Agent and Apria executed that certain Grant of Security Interest in United States Trademarks, dated as of October 28, 2008 (the "*Apria Trademark Security Agreement*"), pursuant to which Apria granted to the Previous Agent a lien on and security interest in and to all of Apria's right, title and interest in, to and under all the Trademarks (as defined in the Security Agreement) of Apria (excluding those trademark applications qualifying for the "intent to use" exception set forth in Section 2 of the Apria Trademark Security Agreement), including, without limitation, those items listed on Schedule I attached hereto, and all Proceeds (as defined in the Security Agreement) of any and all of the foregoing (such Trademarks, the "*Apria Trademark Collateral*");

WHEREAS, the Previous Agent recorded the Apria Trademark Security Agreement with the U.S. Patent and Trademark Office on October 31, 2008 at Reel 3881, Frame 0294;

WHEREAS, the Previous Agent, Apria and the Secured Party entered into that Successor Agent Trademark Security Agreement dated as of August 13, 2009 (the "*Apria Successor Agreement*"), whereby the Secured Party succeeded to all the rights and obligations of the Previous Agent under the Security Agreement and the Apria Trademark Security Agreement;

WHEREAS, the Secured Party recorded the Apria Successor Agreement with the U.S. Patent and Trademark Office on August 19, 2009 at Reel 4048, Frame 0646;

WHEREAS, the Secured Party has agreed to release its rights under the Security Agreement, the Apria Trademark Security Agreement and the Apria Successor Agreement and to re-convey to Apria any and all rights such Grantor may possess in and to the Apria Trademark Collateral.

NOW THEREFORE, in consideration for the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

1. The Secured Party hereby terminates, releases and discharges its lien on and security interest in and to all of its right, title and interest in, to and under the Apria Trademark Collateral granted to the Secured Party pursuant to the Security Agreement, the Apria Trademark Security Agreement and each Apria Successor Agreement, and releases all other rights it may have to the Apria Trademark Collateral under the Security Agreement, any Trademark Security Agreement or any Successor Agreement.
2. The Secured Party, to the extent granted in the Security Agreement, any Trademark Security Agreement or any Successor Agreement, hereby assigns, grants and otherwise re-conveys to Apria all of its right, title and interest (if any) in and to the Apria Trademark Collateral and all goodwill associated therewith originally granted to the Secured Party pursuant to the Security Agreement, such Trademark Security Agreement or such Successor Agreement.
3. Upon the request of the Grantors, the Secured Party, at the Grantors' expense, further agrees to execute all documents, and to do such other acts, as may be necessary to effect, demonstrate, evidence or confirm the parties' intent under this Release, including, without limitation, the release of the lien and the security interest contemplated by paragraph 1 hereof.

[Signature Page Follows]

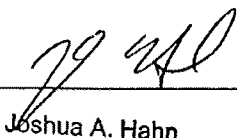
IN WITNESS WHEREOF, the Secured Party has caused this Release to be duly executed by its duly authorized officer as of the day and year first above written.

U.S. BANK NATIONAL ASSOCIATION,
as Secured Party

By: _____

Name:

Title:


Joshua A. Hahn
Vice President

[Signature Page to Release of Trademark Security Interest]

#85483649v1