

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>		NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>		change of term debt collateral agent	
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Bank of America, N.A., as existing collateral agent		08/13/2009	National Association: NORTH CAROLINA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	U.S. Bank National Association, as successor collateral agent		
<b>Street Address:</b>	60 Livingston Avenue		
<b>Internal Address:</b>	EP-MN-WS3C		
<b>City:</b>	St. Paul		
<b>State/Country:</b>	MINNESOTA		
<b>Postal Code:</b>	55107-1419		
<b>Entity Type:</b>	National Association: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	76273832	STAR MEDICAL RX	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(212)859-4000		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	2128598000		
<b>Email:</b>	teas@ffhsj.com		
<b>Correspondent Name:</b>	Julie Newman, Fried Frank, et al.		
<b>Address Line 1:</b>	One New York Plaza		
<b>Address Line 4:</b>	New York, NEW YORK 10004		
<b>ATTORNEY DOCKET NUMBER:</b>	30029-207/7274		
<b>NAME OF SUBMITTER:</b>	Julie A. Newman		
<b>Signature:</b>	/JAN/		

CH \$40.00 76273832

Date:

08/19/2009

**Total Attachments: 5**

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SUCCESSOR AGENT TRADEMARK SECURITY AGREEMENT

This SUCCESSOR AGENT TRADEMARK SECURITY AGREEMENT, (this “Agreement”) effective as of August 13, 2009 (the “Effective Date”), is made by Apria Healthcare, Inc. (the “Grantor”), BANK OF AMERICA, N.A. (the “Existing Agent”), and U.S. Bank National Association, as Trustee (the “Successor Agent”).

W I T N E S S E T H:

WHEREAS, the Grantor executed and delivered the Grant of Security Interest in United States Trademarks, dated as of October 28, 2008 (the “Trademark Security Agreement”), which was recorded with the United States Patent and Trademark Office on October 31, 2008 at Reel 003881, Frame 0301;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor, the Existing Agent and the Successor Agent hereby agree as follows:

SECTION 1. Definitions. Unless otherwise defined herein terms used in this Agreement, have the meanings provided in (including by reference) the Patent Security Agreement.

SECTION 2. Collateral Agent Succession. The Grantor, the Existing Agent and the Successor Agent hereby acknowledge: (i) the release of the Existing Agent from all rights and obligations as Collateral Agent under the Trademark Security Agreement, and (ii) the succession of the Successor Agent to all the rights and obligations of the Collateral Agent under the Trademark Security Agreement.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantor, the Existing Agent and the Successor Agent for the purpose of registering the change of Collateral Agent with respect to the Trademark Collateral set forth on Schedule A and the Trademark Security Agreement with the United States Patent and Trademark Office.

SECTION 4. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

\* \* \* \* \*

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed and delivered by an authorized officer.

APRIA HEALTHCARE, INC.

By: Robert S. Holcombe  
Name: Robert S. Holcombe  
Title: Executive Vice President, General  
Counsel and Secretary

BANK OF AMERICA, N.A.,  
as Existing Agent

By: \_\_\_\_\_  
Name:  
Title:

U.S. BANK NATIONAL ASSOCIATION,  
as Successor Agent

By: \_\_\_\_\_  
Name:  
Title:

*Successor Agent Trademark Agreement-  
Apria Healthcare, Inc.*

**TRADEMARK  
REEL: 004048 FRAME: 0635**

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed and delivered by an authorized officer.

APRIA HEALTHCARE, INC.

By: \_\_\_\_\_  
Name:  
Title:

BANK OF AMERICA, N.A.,  
as Existing Agent

By: David H. Stricker  
Name: David H. Stricker  
Title: Senior Vice President

U.S. BANK NATIONAL ASSOCIATION,  
as Successor Agent

By: \_\_\_\_\_  
Name:  
Title:

*Successor Agent Trademark Agreement-  
Apria Healthcare, Inc.*

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed and delivered by an authorized officer.

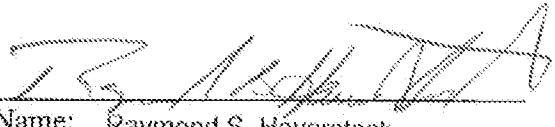
APRIA HEALTHCARE, INC.

By: \_\_\_\_\_  
Name:  
Title:

BANK OF AMERICA, N.A.,  
as Existing Agent

By: \_\_\_\_\_  
Name:  
Title:

U.S. BANK NATIONAL ASSOCIATION,  
as Successor Agent

By:  \_\_\_\_\_  
Name: Raymond S. Haverstock  
Title: Vice President

*Successor Agent Trademark Agreement-  
Apria Healthcare, Inc.*

**TRADEMARK  
REEL: 004048 FRAME: 0637**

**Schedule A**

<b>Trademark</b>	<b>Serial No.</b>	<b>Filing Date</b>	<b>Reg. No.</b>	<b>Reg. Date</b>
STAR MEDICAL RX	76/273,832	6/20/2001	2,748,165	8/5/2003

*Successor Agent Trademark Agreement-  
Apria Healthcare, Inc.*