

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Coram, Inc.		08/08/2011	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Bank of America, N.A., as Collateral Agent and Grantee
Street Address:	335 Madison Ave
City:	New York
State/Country:	NEW YORK
Postal Code:	10017
Entity Type:	National Association: NORTH CAROLINA

PROPERTY NUMBERS Total: 46

Property Type	Number	Word Mark
Registration Number:	2763963	CORAM
Registration Number:	2755831	CELEBRATION OF LIFE CIRCLE
Registration Number:	2889862	HEMO-PHIL-A-SAURUS
Registration Number:	2889864	VON-W-RAPTOR
Registration Number:	2889863	
Registration Number:	3014544	COAG-A-DACTYL
Registration Number:	2930441	
Registration Number:	2947475	DAWN-W-RAPTOR
Registration Number:	2935932	
Registration Number:	2761457	CORAM INC. ONE TO ONE NUTRITION SUPPORT CONSUMER SATISFACTION PROGRAM
Registration Number:	3014543	CORAM'S DINO-MITE TEAM
Registration Number:	3374859	CORAM SPECIALTY INFUSION SERVICES
Registration Number:	3374861	CORAM SPECIALTY INFUSION SERVICES
Registration Number:	3374860	RX ORAM SPECIALTY INFUSION SERVICES

TRADEMARK

Registration Number:	3374862	RX CORAM SPECIALTY INFUSION SERVICES
Registration Number:	3374863	CORAMRX SPECIALTY PHARMACY SERVICES
Registration Number:	3374864	CORAMRX SPECIALTY PHARMACY SERVICES
Registration Number:	3374866	CORAMRX SPECIALTY PHARMACY SERVICES
Registration Number:	3374867	RX CORAMRX SPECIALTY PHARMACY SERVICES
Registration Number:	2917777	
Registration Number:	3645835	EYEON
Registration Number:	3645620	EYEON THERAPY MANAGEMENT
Registration Number:	3575114	CORAM SPECIALTY INFUSION SERVICES AN APRIA HEALTHCARE COMPANY
Registration Number:	3575108	CORAM SPECIALTY INFUSION SERVICES AN APRIA HEALTHCARE COMPANY
Registration Number:	3575112	CORAMRX SPECIALTY PHARMACY SERVICES AN APRIA HEALTHCARE COMPANY
Registration Number:	3575110	CORAMRX SPECIALTY PHARMACY SERVICES AN APRIA HEALTHCARE COMPANY
Registration Number:	3575113	RX CORAM SPECIALTY INFUSION SERVICES AN APRIA HEALTHCARE COMPANY
Registration Number:	3575107	RX CORAM SPECIALTY INFUSION SERVICES AN APRIA HEALTHCARE COMPANY
Registration Number:	3575111	RX CORAMRX SPECIALTY PHARMACY SERVICES AN APRIA HEALTHCARE COMPANY
Registration Number:	3575109	RX CORAMRX SPECIALTY PHARMACY SERVICES AN APRIA HEALTHCARE COMPANY
Serial Number:	85375498	NOURISH NUTRITION SUPPORT PROGRAM
Serial Number:	85375493	NOURISH NUTRITION SUPPORT PROGRAM
Serial Number:	85375484	NOURISH NUTRITION SUPPORT PROGRAM
Serial Number:	85375475	NOURISH NUTRITION SUPPORT PROGRAM
Serial Number:	85375472	NOURISH
Serial Number:	85375466	NOURISH
Serial Number:	85375462	NOURISH
Serial Number:	85375455	NOURISH
Serial Number:	85194570	IDEAL
Serial Number:	85194568	IDEAL
Serial Number:	85194581	IDEAL PATIENT REGISTRY
Serial Number:	85194586	IDEAL PATIENT REGISTRY
Serial Number:	84194589	
		IDEAL IMMUNOGLOBULIN, DIAGNOSIS, EVALUATION, AND TRADEMARK

Serial Number:	85194575	KEY LEARNINGS PATIENT REGISTRY
Serial Number:	84194583	
Serial Number:	85194579	IDEAL IMMUNOGLOBULIN, DIAGNOSIS, EVALUATION, AND KEY LEARNINGS PATIENT REGISTRY

CORRESPONDENCE DATA

Fax Number: (212)859-4000
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
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Address Line 2: Fried Frank LLP
Address Line 4: New York, NEW YORK 10004

ATTORNEY DOCKET NUMBER:	33388-32 H. LEBOWITZ
NAME OF SUBMITTER:	Henry Lebowitz
Signature:	/HCL/
Date:	08/10/2011

Total Attachments: 7

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**GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS**

Trademark Security Agreement, dated as of August 8, 2011, by and between Coram, Inc., a corporation formed under the laws of Delaware (the "Grantor"), in favor of BANK OF AMERICA, N.A., in its capacity as Collateral Agent (in such capacity, the "Grantee") pursuant to the Amended and Restated Credit Agreement, dated as of August 8, 2011 (the "Credit Agreement").

WITNESSETH:

WHEREAS, the Grantor is party to (i) a Security Agreement, dated as of October 28, 2008 (the "Security Agreement") and (ii) an Affirmation Agreement dated of even date herewith (the "Affirmation Agreement"), in favor of the Grantee 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 Grantee, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Grantor hereby agrees with the Grantee 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 Grantee 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 all the United States Trademarks of the Grantor including, without limitation, those items listed on Schedule I attached hereto and all Proceeds of any and all of the foregoing; provided that with respect to any United States Trademarks, applications in the United States Patent and Trademark Office to register Trademarks on the basis of any Grantor's "intent to use" such Trademarks will not be deemed to be Collateral unless and until a "Statement of Use" or "Amendment to Allege Use" has been filed and accepted in the United States Patent and Trademark Office, whereupon such application shall be automatically subject to the security interest granted herein and deemed to be included in the Collateral.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. Grantor hereby acknowledges and affirms that the rights and remedies of the Grantee with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. The Security Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms. 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.

SECTION 4. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office.

SECTION 5. Termination. Upon the payment in full of the Obligations and termination of the Security Agreement, the Grantee shall, at the reasonable request of the Grantor, execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, lien and security interest in the Trademarks listed on Schedule I attached hereto.

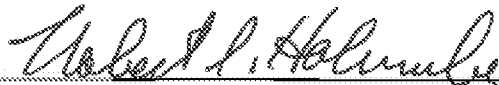
SECTION 6. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

[signature page follows]

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

CORAM, INC.

By: 
Name: Robert S. Holcombe
Title: Executive Vice President

[Signature Page to Coram Trademark Security Agreement]

TRADEMARK
REEL: 004601 FRAME: 0776

Accepted and Agreed:

BANK OF AMERICA, N.A.,
as Collateral Agent and Grantee

By: ASL

Name: ADAM SORREN

Title: VICE PRESIDENT

[Signature Page to Coram Trademark Security Agreement]

TRADEMARK
REEL: 004601 FRAME: 0777

Schedule I

Trademark	Registration No. (Serial No.)	Registration Date (Filing Date)
CORAM	2,763,963	09/16/2003
CELEBRATION OF LIFE CIRCLE AND DESIGN	2,755,831	08/26/2003
HEMO-PHIL-A-SAURUS AND DESIGN (CHARACTER)	2,889,862	09/28/2004
VON-W-RAPTOR AND DESIGN (CHARACTER)	2,889,864	09/28/2004
VON-W-RAPTOR (CHARACTER)	2,889,863	09/28/2004
COAG-A-DACTYL	3,014,544	11/15/2005
COAG-A-DACTYL DESIGN (CHARACTER)	2,930,441	03/08/2005
DAWN-W-RAPTOR	2,947,475	05/10/2005
DAWN-W RAPTOR DESIGN (CHARACTER)	2,935,932	03/29/2005
CORAM HEALTHCARE ONE TO ONE NUTRITION SUPPORT CONSUMER SATISFACTION PROGRAM	2,761,457	09/09/2003
CORAM'S DINO-MITE TEAM	3,014,543	11/15/2005
CORAM SPECIALTY INFUSION SERVICES	3,374,859	01/29/2008
CORAM SPECIALTY INFUSION SERVICES	3,374,861	01/29/2008
RX CORAM SPECIALTY INFUSION SERVICES	3,374,860	01/29/2008
RX CORAM SPECIALTY INFUSION SERVICES	3,374,862	01/29/2008
CORAMRX SPECIALTY PHARMACY SERVICES	3,374,863	01/29/2008
CORAMRX SPECIALTY PHARMACY SERVICES	3,374,864	01/29/2008
CORAMRX SPECIALTY PHARMACY SERVICES	3,374,866	01/29/2008
RX CORAMRX SPECIALTY PHARMACY SERVICES	3,374,867	01/29/2008
HEMO-PHIL-A-SAURUS DESIGN	2,917,777	01/11/2005
EYEON	3,645,835	06/30/2009
EYEON THERAPY MANAGEMENT	3,645,620	06/30/2009

Trademark	Registration No. (Serial No.)	Registration Date (Filing Date)
CORAM SPECIALTY INFUSION SERVICES AN APRIA HEALTHCARE COMPANY	3,575,114	02/17/2009
CORAM SPECIALTY INFUSION SERVICES AN APRIA HEALTHCARE COMPANY	3,575,108	02/17/2009
CORAMRX SPECIALTY PHARMACY SERVICES AN APRIA HEALTHCARE COMPANY	3,575,112	02/17/2009
CORAMRX SPECIALTY PHARMACY SERVICES AN APRIA HEALTHCARE COMPANY	3,575,110	02/17/2009
RX CORAM SPECIALTY INFUSION SERVICES AN APRIA HEALTHCARE COMPANY	3,575,113	02/17/2009
RX CORAM SPECIALTY INFUSION SERVICES AN APRIA HEALTHCARE COMPANY	3,575,107	02/17/2009
RX CORAMRX SPECIALTY PHARMACY SERVICES AN APRIA HEALTHCARE COMPANY	3,575,111	02/17/2009
RX CORAMRX SPECIALTY PHARMACY SERVICES AN APRIA HEALTHCARE COMPANY	3,575,109	02/17/2009
NOURISH NUTRITION SUPPORT PROGRAM	(85/375498)	(7/19/2011)
NOURISH NUTRITION SUPPORT PROGRAM	(85/375493)	(7/19/2011)
NOURISH NUTRITION SUPPORT PROGRAM	(85/375484)	(7/19/2011)
NOURISH NUTRITION SUPPORT PROGRAM	(85/375475)	(7/19/2011)
NOURISH	(85/375472)	(7/19/2011)
NOURISH	(85/375466)	(7/19/2011)
NOURISH	(85/375462)	(7/19/2011)
NOURISH	(85/375455)	(7/19/2011)
IDEAL	(85/194,570)	(12/9/2010)
IDEAL	(85/194,568)	(12/9/2010)

Trademark	Registration No. (Serial No.)	Registration Date (Filing Date)
IDEAL PATIENT REGISTRY	(85/194,581)	(12/9/2010)
IDEAL PATIENT REGISTRY	(85/194,586)	(12/9/2010)
IDEAL IMMUNOGLOBULIN, DIAGNOSIS, EVALUATION, AND KEY LEARNINGS PATIENT REGISTRY	(84/194,589)	(12/9/2010)
IDEAL IMMUNOGLOBULIN, DIAGNOSIS, EVALUATION, AND KEY LEARNINGS PATIENT REGISTRY	(85/194,575)	(12/9/2010)
IDEAL IMMUNOGLOBULIN, DIAGNOSIS, EVALUATION, AND KEY LEARNINGS PATIENT REGISTRY	(84/194,583)	(12/9/2010)
IDEAL IMMUNOGLOBULIN, DIAGNOSIS, EVALUATION, AND KEY LEARNINGS PATIENT REGISTRY	(85/194,579)	(12/9/2010)
AL1TER ALPHA-1 THERAPY EVALUATION AND RESEARCH PATIENT REGISTRY	N/A	
CAIR COPD ASSESSMENT INTERVENTIONS AND RESEARCH PATIENT REGISTRY	N/A	
HAELP HEREDITARY ANGIOEDEMA LEARNING PROGRAM PATIENT REGISTRY	N/A	
HEAL WOUND CARE	N/A	
MAKING A DEFERENCE IN THE LIVES OF THE PEOPLE WE SERVE	N/A	
CLEAR PATH PATIENT LOGIC	N/A	