

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Trademark Security Agreement

<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Rotech Healthcare Inc.		09/27/2013	CORPORATION: DELAWARE

<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	Silver Point Finance, LLC
<b>Street Address:</b>	Two Greenwich Plaza, 1st Floor
<b>City:</b>	Greenwich
<b>State/Country:</b>	CONNECTICUT
<b>Postal Code:</b>	06830
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE

<b>PROPERTY NUMBERS Total: 15</b>		
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>
Registration Number:	2797679	ROTECH HEALTHCARE INC.
Registration Number:	2802395	ROTECH
Registration Number:	2802396	ROTECH
Registration Number:	2857864	ROTECH HEALTHCARE INC.
Registration Number:	2891435	PULMO DOSE
Registration Number:	2897097	ROTECH
Registration Number:	2912675	ROTECH HEALTHCARE INC.
Registration Number:	2968798	ROTECH HEALTHCARE INC.
Registration Number:	2994817	ROTECH
Registration Number:	2994816	ROTECH HEALTHCARE INC.
Registration Number:	2999261	ROTECH
Registration Number:	3040120	SLEEP CENTRAL A DIVISION OF ROTECH HEALT
Registration Number:	3149476	PULMO DOSE
Registration Number:	3151965	ROTECH HEALTHCARE INC. WE CARE ABOUT PAT

CH \$390.00 2797679

Registration Number:

3775214

CARE PLUS+

**CORRESPONDENCE DATA**

Fax Number: 2129692900

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Phone: 212-969-3000

Email: trademark@proskauer.com

Correspondent Name: Jenifer deWolf Paine

Address Line 1: Proskauer Rose LLP

Address Line 2: Eleven Times Square

Address Line 4: New York, NEW YORK 10036-8299

ATTORNEY DOCKET NUMBER:

62331-022

NAME OF SUBMITTER:

Jenifer deWolf Paine

Signature:

/Jenifer deWolf Paine/

Date:

09/27/2013

**Total Attachments: 5**

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## TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of September 27, 2013 by Rotech Healthcare Inc., a Delaware corporation (the "Grantor"), in favor of Silver Point Finance, LLC, as collateral agent for the Secured Parties (as defined in the Collateral Agreement referred to below) (in such capacity, the "Collateral Agent").

### W I T N E S S E T H:

Reference is made to (a) the Second Lien Credit Agreement, dated as of September 27, 2013 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Rotech Healthcare Inc. (the "Borrower"), each Subsidiary Grantor party to the Collateral Agreement (as defined below), Lenders party thereto and Silver Point Finance, LLC, as administrative agent, and (b) the Second Lien Collateral Agreement, dated as of September 27, 2013 (as amended, restated, supplemented or otherwise modified from time to time, the "Collateral Agreement"), among the Borrower, the Subsidiary Grantors and the Collateral Agent.

The obligations of the Lenders to make loans and extend other financial accommodations to the Borrower under the Credit Agreement are conditioned upon, among other things, the execution and delivery of this Trademark Security Agreement by the Borrower and each Subsidiary Grantor.

Accordingly, the parties hereto agree as follows:

Section 1 Defined Terms. Unless otherwise defined herein, terms defined in the Collateral Agreement and used herein have the meaning given to them in the Collateral Agreement.

Section 2 Grant of Security Interest in Trademark Collateral. The Grantor, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of its Secured Obligations, hereby collaterally assigns, conveys, mortgages, pledges, hypothecates and transfers to the Collateral Agent, for the ratable benefit of the Secured Parties, and grants to the Collateral Agent, for the ratable benefit of the Secured Parties, a lien on and security interest in, all of its right, title and interest in, to and under the following Collateral (the "Trademark Collateral"):

(i) all of its Trademarks (including Trademark Licenses to which it is a party, but excluding any Excluded Trademarks), including without limitation those referred to on Schedule I hereto (as such Schedule may be amended from time to time by the addition of Trademarks and Trademark Licenses, subsequently created or acquired, by execution of a supplement in substantially the same form of this agreement and Schedule I attached hereto);

(ii) all renewals of the foregoing;

(iii) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and

(iv) all Proceeds of the foregoing, including any claim by Grantor against third parties for past, present, future (x) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (y) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

Section 3 Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Collateral Agreement and the Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4 Intercreditor Agreement. The lien and security interest created by this Agreement on the property described herein is junior and subordinate, in accordance with the provisions of the Intercreditor Agreement dated as of September 27, 2013 (the "Intercreditor Agreement"), among Wells Fargo Bank, National Association, as First Priority Representative, Silver Point Finance, LLC, as Junior Priority Representative, Rotech Healthcare Inc. and the other Grantors referred to therein, as amended from time to time, to the lien and security interest on such property created by any similar instrument now or hereafter granted to Wells Fargo Bank, National Association, as collateral agent under the First Priority Documents (as defined in the Intercreditor Agreement), and its successors and assigns, in such property.

Section 5 Governing Law. This Trademark Security Agreement shall be governed by, and construed in accordance with, the law of the State of New York.

*[Signatures begin on the following page]*

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,

ROTECH HEALTHCARE INC.

By: 

Name: Steven P. Alsene

Title: Chief Executive Officer and  
President

[Signature page to Second Lien Trademark Security Agreement]

**TRADEMARK**  
**REEL: 005119 FRAME: 0418**

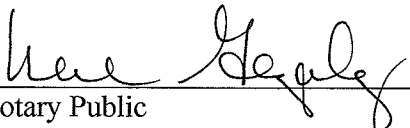
ACKNOWLEDGEMENT OF GRANTOR

STATE OF Florida )

) ss.

COUNTY OF Orange )

On this day of September 25, 2013 before me personally appeared Steven P. Alsene proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Rotech Healthcare who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

  
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Notary Public



IRENE GONZALEZ  
NOTARY PUBLIC  
STATE OF FLORIDA  
Comm# EE137738  
Expires 2/11/2016

[Acknowledgement of Granter – Second Lien Trademark Security Agreement]

**TRADEMARK**  
**REEL: 005119 FRAME: 0419**

Schedule I  
to  
Trademark Security Agreement  
Trademark Registrations

A. REGISTERED TRADEMARKS

Trademark	Owner	Reg. Date	Reg. No.
Rotech Healthcare Inc.	Rotech Healthcare Inc.	12/23/2003	2,797,679
Rotech	Rotech Healthcare Inc.	1/6/2004	2,802,395
Rotech	Rotech Healthcare Inc.	1/6/2004	2,802,396
Rotech Healthcare Inc.	Rotech Healthcare Inc.	6/29/2004	2,857,864
Pulmo Dose	Rotech Healthcare Inc.	10/5/2004	2,891,435
Rotech	Rotech Healthcare Inc.	10/26/2004	2,897,097
Rotech Healthcare Inc.	Rotech Healthcare Inc.	12/21/2004	2,912,675
Rotech Healthcare Inc.	Rotech Healthcare Inc.	7/12/2005	2,968,798
Rotech	Rotech Healthcare Inc.	9/13/2005	2,994,817
Rotech Healthcare Inc.	Rotech Healthcare Inc.	9/13/2005	2,994,816
Rotech	Rotech Healthcare Inc.	9/20/2005	2,999,261
Sleep Central A Division of Rotech Healthcare Inc.	Rotech Healthcare Inc.	1/10/2006	3,040,120
Pulmo Dose	Rotech Healthcare Inc.	9/26/2006	3,149,476
Rotech Healthcare Inc. We Care About Patient Care	Rotech Healthcare Inc.	10/3/2006	3,151,965
Care Plus+	Rotech Healthcare Inc.	4/13/2010	3,775,214

B. TRADEMARK APPLICATIONS

Trademark	Owner	App. No. / Filing Date
N/A	N/A	N/A
N/A	N/A	N/A

C. TRADEMARK LICENSES

Name of Agreement	Parties	Date of Agreement
N/A	N/A	N/A
N/A	N/A	N/A