

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
ROTECH HEALTHCARE INC.		03/30/2007	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Credit Suisse
Street Address:	11 Madison Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10010
Entity Type:	Bank:

PROPERTY NUMBERS Total: 14

Property Type	Number	Word Mark
Registration Number:	2891435	PULMO DOSE
Registration Number:	3149476	PULMO DOSE
Registration Number:	2897097	ROTECH
Registration Number:	2802395	ROTECH
Registration Number:	2802396	ROTECH
Registration Number:	2994817	ROTECH
Registration Number:	2999261	ROTECH
Registration Number:	2968798	ROTECH HEALTHCARE INC.
Registration Number:	2994816	ROTECH HEALTHCARE INC.
Registration Number:	2912675	ROTECH HEALTHCARE INC.
Registration Number:	2857864	ROTECH HEALTHCARE INC.
Registration Number:	2797679	ROTECH HEALTHCARE INC.
Registration Number:	3151965	ROTECH HEALTHCARE INC. WE CARE ABOUT PATIENT CARE

CH \$365.00 2891435

Registration Number:

3040120

SLEEP CENTRAL A DIVISION OF ROTTECH HEALTHCARE
INC.

CORRESPONDENCE DATA

Fax Number: (866)459-2899

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 202-783-2700

Email: Oleh.Hereliuk@federalresearch.com

Correspondent Name: CBCInnovis dba Federal Research

Address Line 1: 1023 Fifteenth Street, NW, Ste 401

Address Line 2: attn: Oleh Hereliuk

Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:

383775

NAME OF SUBMITTER:

Oleh Hereliuk

Signature:

/oh/

Date:

04/23/2007

Total Attachments: 8

source=383775#page1.tif

source=383775#page2.tif

source=383775#page3.tif

source=383775#page4.tif

source=383775#page5.tif

source=383775#page6.tif

source=383775#page7.tif

source=383775#page8.tif

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of March 30, 2007 by ROTECH HEALTHCARE INC., a Delaware corporation (the "Borrower"), and each of the other entities listed on the signature pages hereof or which becomes a party hereto pursuant to Section 5.09 of the Guarantee and Collateral Security Agreement referred to below (each a "Grantor" and, collectively, the "Grantors"), in favor of CREDIT SUISSE, as collateral agent, for the Lenders (as defined in the Credit Agreement referred to below) (in such capacity, the "Collateral Agent").

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, dated as of March 30, 2007 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") among the Borrower, CREDIT SUISSE SECURITIES (USA) LLC, as Sole Lead Arranger and Sole Book-Runner, CREDIT SUISSE, as Administrative Agent and Collateral Agent and the several banks and other financial institutions or entities (the "Lenders") from time to time parties thereto, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, the Grantors other than the Borrower party to the Guarantee and Collateral Agreement have guaranteed the Obligations pursuant to the Guarantee and Collateral Agreement dated of even date herewith by the Grantors in favor of the Collateral Agent for the ratable benefit of the Lenders (as it may be amended, restated, or otherwise modified from time to time, the "Guarantee and Collateral Agreement"); and

WHEREAS, all the Grantors are party to the Guarantee and Collateral Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the Sole Lead Arranger, the Collateral Agent and Administrative Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with the Collateral Agent as follows:

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

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

(a) all of its Trademarks and Trademark Licenses to which it is a party, including 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 Schedule I attached hereto);

(b) all renewals of the foregoing;

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

(d) all Proceeds of the foregoing, including any claim by Grantor against third parties for past, present, future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) 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 Guarantee and Collateral Agreement and each 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 Guarantee and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

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

Very truly yours,

ROTECH HEALTHCARE INC.

By: _____
Name:
Title:

Accepted and Agreed:

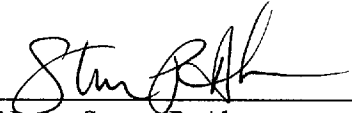
CREDIT SUISSE,
as Collateral Agent

By: _____
Name:
Title:

IN WITNESS WHEREOF, each 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 Financial Officer

Accepted and Agreed:

CREDIT SUISSE,
as Collateral Agent

By: _____
Name:
Title:

IN WITNESS WHEREOF, each 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:
Title:

Accepted and Agreed:

CREDIT SUISSE, CAYMAN ISLANDS BRANCH,
as Collateral Agent

By: *SoVonna Day-Golns*
Name:
Title: **SoVonna Day-Golns
Managing Director**

By: *Alexis F. Maged*
Name:
Title: **Alexis F. Maged
Managing Director**

ACKNOWLEDGEMENT OF GRANTOR

STATE OF _____)

) ss.

COUNTY OF _____)

On this day of _____, ____ before me personally appeared _____, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of _____, 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.

Notary Public

Schedule I
to
Trademark Security Agreement
Trademark Registrations

A. REGISTERED TRADEMARKS

MarkReg. No. Date

B. TRADEMARK APPLICATIONS

C. TRADEMARK LICENSES

Name of Agreement, Parties, Date of Agreement

Trademark	Registration Date	Registration Number	Class
Pulmo Dose	10/5/2004	2,891,435	35
Pulmo Dose	9/26/2006	3,149,476	5
Rotech	10/26/2004	2,897,097	35
Rotech	1/6/2004	2,802,395	44
Rotech	1/6/2004	2,802,396	44
Rotech	9/13/2005	2,994,817	35
Rotech	9/20/2005	2,999,261	44
Rotech Healthcare Inc.	7/12/2005	2,968,798	44
Rotech Healthcare Inc.	9/13/2005	2,994,816	35
Rotech Healthcare Inc.	12/21/2004	2,912,675	35
Rotech Healthcare Inc.	6/29/2004	2,857,864	44
Rotech Healthcare Inc.	12/23/2003	2,797,679	44
Rotech Healthcare Inc. We Care About Patient Care	10/3/2006	3,151,965	44
Sleep Central A Division of Rotech Healthcare Inc.	1/10/2006	3,040,120	44