

**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. |          | 10/06/2010     | CORPORATION: DELAWARE |

**RECEIVING PARTY DATA**

|                   |  |
|-------------------|--|
| Name:             | The Bank of New York Mellon Trust Company, N.A., as Collateral Agent |
| Street Address:   | 10161 Centurion Parkway  |
| Internal Address: | Corporate Trust Department   |
| City:             | Jacksonville   |
| State/Country:    | FLORIDA  |
| Postal Code:      | 32256  |
| Entity Type:      | Association: UNITED STATES   |

**PROPERTY NUMBERS Total: 15**

| Property Type        | Number  | Word Mark  |
|----------------------|---------|--|
| 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 HEALTHCARE INC. |
| Registration Number: | 3149476 | PULMO DOSE   |

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|                      |         |   |
|----------------------|---------|---|
| Registration Number: | 3151965 | ROTECH HEALTHCARE INC. WE CARE ABOUT PATIENT CARE |
| Registration Number: | 3775214 | CARE PLUS+  |

**CORRESPONDENCE DATA**

Fax Number: (800)494-7512  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 202-370-4761  
Email: ecallahan@nationalcorp.com  
Correspondent Name: Elspeth Callahan  
Address Line 1: 1100 G St NW Suite 420  
Address Line 2: National Corporate Research  
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

|                         |                      |
|-------------------------|----------------------|
| ATTORNEY DOCKET NUMBER: | F129636              |
| NAME OF SUBMITTER:      | Veronica R. Maddox   |
| Signature:              | /Veronica R. Maddox/ |
| Date:                   | 10/15/2010           |

**Total Attachments: 7**  
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## TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of October 6, 2010 among ROTECH HEALTHCARE INC., a Delaware corporation (the “Grantor”) in favor of The Bank of New York Mellon Trust Company, N.A., as collateral agent, for the Holders (as defined in the Indenture referred to below) (in such capacity, the “Collateral Agent”).

## WITNESSETH:

Reference is made to (a) the Indenture, dated as of October 6, 2010 (as amended, restated, supplemented or otherwise modified from time to time, the “Indenture”), among the Grantor, each Subsidiary Grantor (as defined in the Collateral Agreement referred to below) and The Bank of New York Mellon Trust Company, N.A., as trustee (the “Trustee”), (b) the Purchase Agreement dated as of September 29, 2010 (as amended, restated, supplemented or otherwise modified from time to time, the “Purchase Agreement”), among the Issuer, the Subsidiary Grantors party thereto and Credit Suisse Securities (USA) LLC, as the initial purchaser (the “Initial Purchaser”) and (c) the Collateral Agreement, dated as of October 6, 2010 (as amended, restated, supplemented or otherwise modified from time to time, the “Collateral Agreement”), among the Issuer, the Subsidiary Grantors and the Collateral Agent. The Trustee has agreed to enter into the Indenture and the Initial Purchaser has agreed to purchase the Notes, in each case on the terms and subject to the conditions set forth in the Purchase Agreement.

The obligations of the Initial Purchaser to purchase the Notes are conditioned upon, among other things, the execution and delivery of this Trademark Security Agreement by the Grantor.

The Grantor is required to execute and deliver this Trademark Security Agreement in order to induce the Initial Purchaser to purchase the Notes. Accordingly, the parties hereto agree as follows:

**Section 1 Defined Terms.** Unless otherwise defined herein, terms defined in the Indenture or in the Collateral Agreement and used herein have the meaning given to them in the Indenture or 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 Obligations, hereby collaterally assigns, conveys, mortgages, pledges, hypothecates and transfers to the Collateral Agent for the benefit of the Secured Parties, and grants to the Collateral Agent for the 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”):

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

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: Philip L. Carter

Title: Chief Executive Officer

Accepted and Agreed:

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.,  
as Collateral Agent

By: \_\_\_\_\_

Name:

Title:

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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.

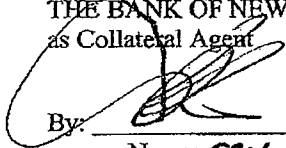
Very truly yours,

ROTECH HEALTHCARE INC.

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

Accepted and Agreed:

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.,  
as Collateral Agent

By:  \_\_\_\_\_  
Name: GREG A. KANE  
Title: SENIOR ASSOCIATE

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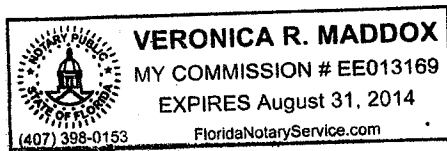
ACKNOWLEDGEMENT OF GRANTOR

STATE OF Florida )

) SS.

COUNTY OF Orange )

On this day of October 6, 2010 before me personally appeared Philip L. Carter, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Rotech Healthcare Inc. 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.



Veronica R. Maddox  
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

[[3240477]]



| Mark   | Registration Date | Registration Number | Class | Expiration |
|--|-------------------|---------------------|-------|------------|
| Rotech Healthcare Inc.                             | 12/23/2003        | 2,797,679           | 44    | 12/23/13   |
| Rotech   | 1/6/2004          | 2,802,395           | 44    | 1/6/14     |
| Rotech   | 1/6/2004          | 2,802,396           | 44    | 1/6/14     |
| Rotech Healthcare Inc.                             | 6/29/2004         | 2,857,864           | 44    | 6/29/14    |
| Pulmo Dose   | 10/5/2004         | 2,891,435           | 35    | 10/5/14    |
| Rotech   | 10/26/2004        | 2,897,097           | 35    | 10/26/14   |
| Rotech Healthcare Inc.                             | 12/21/2004        | 2,912,675           | 35    | 12/21/14   |
| Rotech Healthcare Inc.                             | 7/12/2005         | 2,968,798           | 44    | 7/12/15    |
| Rotech   | 9/13/2005         | 2,994,817           | 35    | 9/13/15    |
| Rotech Healthcare Inc.                             | 9/13/2005         | 2,994,816           | 35    | 9/13/15    |
| Rotech   | 9/20/2005         | 2,999,261           | 44    | 9/20/15    |
| Sleep Central A Division of Rotech Healthcare Inc. | 1/10/2006         | 3,040,120           | 44    | 1/10/16    |
| Pulmo Dose   | 9/26/2006         | 3,149,476           | 5     | 9/26/16    |
| Rotech Healthcare Inc. We Care About Patient Care  | 10/3/2006         | 3,151,965           | 44    | 10/3/16    |
| Care Plus+   | 4/13/2010         | 3,775,214           | 44    | 4/13/20    |

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