

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
ROTECH HEALTHCARE INC.		03/17/2011	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

Name:	THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., as collateral agent
Street Address:	10161 Centurion Parkway
City:	Jacksonville
State/Country:	FLORIDA
Postal Code:	32256
Entity Type:	National 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
		ROTECH HEALTHCARE INC. WE CARE ABOUT PATIENT <b>TRADEMARK</b>

OP \$390.00 2797679

Registration Number:	3151965	CARE
Registration Number:	3775214	CARE PLUS+

**CORRESPONDENCE DATA**

Fax Number: (714)755-8290  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Email: ipdocket@lw.com, kristin.azcona@lw.com  
 Correspondent Name: LATHAM & WATKINS LLP  
 Address Line 1: 650 Town Center Drive, 20th Floor  
 Address Line 4: Costa Mesa, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER:	034731-0051
NAME OF SUBMITTER:	Kristin J. Azcona
Signature:	/kja/
Date:	03/17/2011

Total Attachments: 8  
 source=Rotech - First Lien TM Agreement#page1.tif  
 source=Rotech - First Lien TM Agreement#page2.tif  
 source=Rotech - First Lien TM Agreement#page3.tif  
 source=Rotech - First Lien TM Agreement#page4.tif  
 source=Rotech - First Lien TM Agreement#page5.tif  
 source=Rotech - First Lien TM Agreement#page6.tif  
 source=Rotech - First Lien TM Agreement#page7.tif  
 source=Rotech - First Lien TM Agreement#page8.tif

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of October 6, 2010 (the "Original Trademark Security Agreement"), as amended and restated as of March 17, 2011 (this "Trademark Security Agreement"), 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 Secured Parties (as defined in the Collateral Agreement 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 party to the Original Collateral Agreement (as defined below) (the "Initial Subsidiary Grantors") 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 Initial Subsidiary Grantors and Credit Suisse Securities (USA) LLC, as the initial purchaser (the "Initial Purchaser"), (c) the Credit Agreement dated as of March 17, 2011 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") among the Grantor, the lenders from time to time party thereto (the "Lenders") and Credit Suisse AG, as administrative agent, and (d) the Collateral Agreement, dated as of October 6, 2010 (the "Original Collateral Agreement"), as further amended and restated as of March 17, 2011 (as further amended, restated, supplemented or otherwise modified from time to time, the "Collateral Agreement"), among the Issuer, the Subsidiary Grantors (as defined in the Collateral Agreement) and the Collateral Agent.

The Trustee entered into the Indenture and the Initial Purchaser purchased 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 were conditioned upon, among other things, the execution and delivery by the Grantor of the Original Trademark Security Agreement.

The obligations of the Lenders to make loans to the Grantor 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 Lenders to make loans to the Grantor. Accordingly, the parties hereto agree as follows:

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

**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 (as defined in the Collateral Agreement), 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 (and confirms its original collateral arrangement and grant under the Original Trademark Security Agreement), 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"):

(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.

**Section 5 Intercreditor Agreement.** The rights and remedies of the Grantor, the Collateral Agent and the other Secured Parties hereunder are subject to the Credit Agreement Pari Passu Intercreditor Agreement (as defined in the Collateral

Agreement). In the event of any conflict between the terms of this Trademark Security Agreement and the Credit Agreement Pari Passu Intercreditor Agreement (as defined in the Collateral Agreement), the terms of the Credit Agreement Pari Passu Intercreditor Agreement (as defined in the Collateral Agreement) shall control.

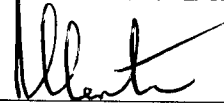
*[Signatures begin on the Following Page]*

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: Philip L. Carter

Title: Chief Executive Officer

[Signature Page to First Lien Trademark Security Agreement]

**TRADEMARK**  
**REEL: 004500 FRAME: 0448**

Accepted and Agreed:

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

By: 

Name: CRAIG KANE

Title: VICE PRESIDENT

[Signature Page to First Lien Trademark Security Agreement]

TRADEMARK  
REEL: 004500 FRAME: 0449

ACKNOWLEDGEMENT OF GRANTOR

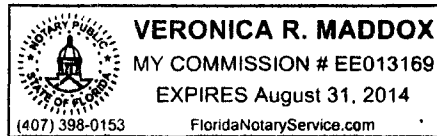
STATE OF FLORIDA )

) ss.

COUNTY OF ORANGE )

On this day of March 16, 2011 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

(See Attached)

[[NYCORP:3268783]]

**TRADEMARK**  
**REEL: 004500 FRAME: 0451**

<b>Mark</b>	<b>Registration Date</b>	<b>Registration Number</b>	<b>Class</b>	<b>Expiration</b>
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

[[NYCORP:3268783]]