

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|------------------------------|------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | Trademark Security Agreement |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|-----------|----------|----------------|-------------------------------------|
| CORAM LLC | | 04/05/2013 | LIMITED LIABILITY COMPANY: DELAWARE |

RECEIVING PARTY DATA

| | |
|------------------------|--------------------------------|
| Name: | U.S. BANK NATIONAL ASSOCIATION |
| Street Address: | 60 Livingston Avenue |
| City: | St. Paul |
| State/Country: | MINNESOTA |
| Postal Code: | 55107 |
| Entity Type: | National Associaton: MINNESOTA |

PROPERTY NUMBERS Total: 49

| Property Type | Number | Word Mark |
|----------------------|---------|---|
| Registration Number: | 2763963 | CORAM |
| Registration Number: | 2763962 | CORAM HEALTHCARE |
| 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 |
| Registration Number: | 3014543 | CORAM'S DINO-MITE TEAM |
| Registration Number: | 3374859 | CORAM SPECIALTY INFUSION SERVICES |
| Registration Number: | 3374861 | CORAM SPECIALTY INFUSION SERVICES |

OP \$1240.00 2763963

TRADEMARK

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|----------------------|----------|--|
| Registration Number: | 3374860 | RX ORAM SPECIALTY INFUSION SERVICES |
| Registration Number: | 3374862 | RX CORAM SPECIALTY INFUSION SERVICES |
| Registration Number: | 3374863 | CORAMRX SPECIALTY PHARMACY SERVICES |
| Registration Number: | 3374866 | CORAMRX SPECIALTY PHARMACY SERVICES |
| Registration Number: | 3374864 | 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 APR |
| Registration Number: | 3575108 | CORAM SPECIALTY INFUSION SERVICES AN APR |
| Registration Number: | 3575112 | CORAMRX SPECIALTY PHARMACY SERVICES AN A |
| Registration Number: | 3575110 | CORAMRX SPECIALTY PHARMACY SERVICES AN A |
| Registration Number: | 3575113 | RX CORAM SPECIALTY INFUSION SERVICES AN |
| Registration Number: | 3575107 | RX CORAM SPECIALTY INFUSION SERVICES AN |
| Registration Number: | 3575111 | RX CORAMRX SPECIALTY PHARMACY SERVICES A |
| Registration Number: | 3575109 | RX CORAMRX SPECIALTY PHARMACY SERVICES A |
| Registration Number: | 4208765 | NOURISH NUTRITION SUPPORT PROGRAM |
| Registration Number: | 4208764 | NOURISH NUTRITION SUPPORT PROGRAM |
| Registration Number: | 4208763 | NOURISH NUTRITION SUPPORT PROGRAM |
| Registration Number: | 4208762 | NOURISH NUTRITION SUPPORT PROGRAM |
| Serial Number: | 85375472 | NOURISH |
| Serial Number: | 85375466 | NOURISH |
| Serial Number: | 85375462 | NOURISH |
| Serial Number: | 85375455 | NOURISH |
| Serial Number: | 85978174 | NOURISH |
| Serial Number: | 85978173 | NOURISH |
| Registration Number: | 4089850 | IDEAL |
| Serial Number: | 85194568 | IDEAL |
| Registration Number: | 4089852 | IDEAL PATIENT REGISTRY |
| Serial Number: | 85194581 | IDEAL PATIENT REGISTRY |
| Registration Number: | 4089851 | IDEAL IMMUNOGLOBULIN, DIAGNOSIS, EVALUAT |
| Registration Number: | 4089853 | IDEAL IMMUNOGLOBULIN, DIAGNOSIS, EVALUAT |
| Serial Number: | 85194575 | IDEAL IMMUNOGLOBULIN, DIAGNOSIS, EVALUAT |
| Serial Number: | 85194583 | IDEAL IMMUNOGLOBULIN, DIAGNOSIS, EVALUAT |

TRADEMARK

REEL: 005024 FRAME: 0108

Fax Number: 8004947512

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

Phone: 202-370-4761

Email: tfahey@nationalcorp.com

Correspondent Name: Thomas Fahey

Address Line 1: 1100 G Street NW Suite 420

Address Line 2: National Corporate Research, Ltd.

Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

| | |
|---|---------------------|
| ATTORNEY DOCKET NUMBER: | F144674 |
| NAME OF SUBMITTER: | Katherine Stewart |
| Signature: | /Katherine Stewart/ |
| Date: | 05/10/2013 |
| Total Attachments: 6 source=Coram.TSA.filing.04.05.13#page2.tif source=Coram.TSA.filing.04.05.13#page3.tif source=Coram.TSA.filing.04.05.13#page4.tif source=Coram.TSA.filing.04.05.13#page5.tif source=Coram.TSA.filing.04.05.13#page6.tif source=Coram.TSA.filing.04.05.13#page7.tif | |

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

This Trademark Security Agreement, dated as of April 5, 2013 by and between CORAM LLC, a limited liability company formed under the laws of Delaware (the “**Grantor**”), in favor of U.S. BANK NATIONAL ASSOCIATION., in its capacity as Collateral Agent pursuant to the New Term Credit Agreement (as defined below)dated as of the date hereof (in such capacity, the “**Grantee**”).

WITNESSETH:

WHEREAS, reference is made to the credit agreement (as amended, restated, supplemented or modified from time to time and including any one or more indentures or agreements extending the maturity of, refinancing or otherwise restructuring all or a portion of the obligations of the Borrower thereunder or any successor indenture, indentures, agreement or agreements, as the case may be, the “**New Term Credit Agreement**”), dated as of the date hereof, among the Borrower, Holdings, the Guarantors from time to time party thereto, the Administrative Agent, the Grantee and the other agents and the Lenders from time to time party thereto;

WHEREAS, the Grantor is party to an Amended and Restated Security Agreement dated as of April 5, 2013 (the “**Security 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 New Term Credit Agreement and as consideration for the notes already issued under the Indenture, 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 or in the New Term Credit 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 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 Trademark, applications in the United States Patent and Trademark Office on the basis of the 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.

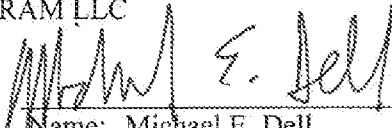
SECTION 6. *Counterparts.* This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

[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 LLC

By:  _____
Name: Michael E. Dell
Title: Senior Vice President, Associate
General Counsel and Secretary

Accepted and Agreed:

U.S. BANK NATIONAL ASSOCIATION
as Collateral Agent and Grantee

By: _____
Name:
Title:

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.

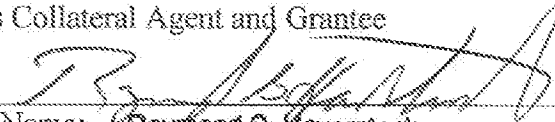
Very truly yours,

CORAM LLC

By: _____
Name: Michael E. Dell
Title: Senior Vice President,
Associate General Counsel
and Secretary

Accepted and Agreed:

U.S. BANK NATIONAL ASSOCIATION
as Collateral Agent and Grantee

By: 
Name: Raymond S. Haverstock
Title: Vice President

SCHEDULE I
to
GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS

| <u>Name of Mark</u> | <u>Registration / App#</u> | <u>Registration Date</u> | <u>Declaration Date</u> | <u>End Date</u> |
|--|----------------------------|--------------------------|---------------------------|-----------------|
| CORAM | 2,763,963 | 09/16/2003 | 09/16/2009 | 09/16/2013 |
| CORAM HEALTHCARE | 2,763,962 | 09/16/2003 | 09/16/2009 [Not Filed] | 09/16/2013 |
| CELEBRATION OF LIFE CIRCLE AND DESIGN | 2,755,831 | 08/26/2003 | 08/26/2009 | 08/26/2013 |
| HEMO-PHIL-A-SAURUS AND DESIGN (CHARACTER) | 2,889,862 | 09/28/2004 | 09/28/2009 | 09/28/2014 |
| VON-W-RAPTOR AND DESIGN (CHARACTER) | 2,889,864 | 09/28/2004 | 09/28/2009 | 09/28/2014 |
| VON-W-RAPTOR (CHARACTER) | 2,889,863 | 09/28/2004 | 09/28/2009 | 09/28/2014 |
| COAG-A-DACTYL | 3,014,544 | 11/15/2005 | 11/15/2010 | 11/15/2015 |
| COAG-A-DACTYL DESIGN (CHARACTER) | 2,930,441 | 03/08/2005 | 03/08/2010 | 03/08/2015 |
| DAWN-W-RAPTOR | 2,947,475 | 05/10/2005 | 05/10/2010 | 05/10/2015 |
| DAWN-W RAPTOR DESIGN (CHARACTER) | 2,935,932 | 03/29/2005 | 03/26/2010 | 03/09/2015 |
| CORAM INC. ONE TO ONE NUTRITION SUPPORT AND DESIGN | 2,761,457 | 09/09/2003 | 09/09/2009 | 09/09/2013 |
| CORAM'S DINO-MITE TEAM | 3,014,543 | 11/15/2005 | 11/15/2010 | 11/15/2015 |
| CORAM SPECIALTY INFUSION SERVICES | 3,374,859 3,374,861 | 01/29/2008 | 01/29/2013 | 01/19/2018 |
| RX ORAM SPECIALTY INFUSION SERVICES AND DESIGN | 3,374,860 | 01/29/2008 | 01/29/2013 | 01/19/2018 |
| RX CORAM SPECIALTY INFUSION SERVICES AND DESIGN | 3,374,862 | 01/29/2008 | 01/29/2013 | 01/19/2018 |
| CORAMRX SPECIALTY PHARMACY SERVICES | 3,374,863 3,374,866 | 01/29/2008 | 01/29/2013 | 01/19/2018 |
| CORAMRX SPECIALTY PHARMACY SERVICES AND DESIGN | 3,374,864 | 01/29/2008 | 01/29/2013 | 01/19/2018 |
| RX CORAMRX SPECIALTY PHARMACY SERVICES AND DESIGN | 3,374,867 | 01/29/2008 | 01/29/2013 | 01/19/2018 |
| HEMO-PHIL-A-SAURUS DESIGN | 2,917,777 | 01/11/2005 | 01/11/2010 | 01/11/2015 |
| EYEON | 3,645,835 | 06/30/2009 | 06/30/2014 | 06/30/2019 |
| EYEON THERAPY MANAGEMENT | 3,645,620 | 06/30/2009 | 06/30/2014 | 06/30/2019 |
| CORAM SPECIALTY INFUSION SERVICES AN APRIA HEALTHCARE COMPANY | 3,575,114 3,575,108 | 02/17/2009 | 02/17/2014 | 02/18/2019 |
| CORAMRX SPECIALTY PHARMACY SERVICES AN APRIA HEALTHCARE COMPANY | 3,575,112 3,575,110 | 02/17/2009 | 02/17/2014 | 02/18/2019 |
| RX CORAM SPECIALTY INFUSION SERVICES AN APRIA HEALTHCARE COMPANY | 3,575,113 3,575,107 | 02/17/2009 | 02/17/2014 | 02/18/2019 |
| RX CORAMRX SPECIALTY | 3,575,111 | 02/17/2009 | 02/17/2014 | 02/18/2019 |

| <u>Name of Mark</u> | <u>Registration / App#</u> | <u>Registration Date</u> | <u>Declaration Date</u> | <u>End Date</u> |
|--|----------------------------|---------------------------|-------------------------|-----------------|
| PHARMACY SERVICES AN APRIA HEALTHCARE COMPANY | 3,575,109 | | | |
| NOURISH | 4,208,765 | 9/18/2012 | 9/18/2018 | 9/18/2022 |
| NUTRITIONAL SUPPORT PROGRAM | 4,208,764 | | | |
| | 4,208,763 | | | |
| | 4,208,762 | | | |
| NOURISH | 85/375,472 | Pending- Filed | | |
| | 85/375,466 | 7/19/11 | | |
| | 85/375,462 | [Publication: 2/26/13] | | |
| | 85/375,455 | Pending | | |
| NOURISH | 85/978,174 | Pending | | |
| | 85/978,173 | [Publication: 2/12/13] | | |
| IDEAL | 4,089,850 | 1/24/2012 | 1/24/2018 | 1/24/2018 |
| | 85/194,568 | Pending | | |
| IDEAL PATIENT REGISTRY | 4,089,852 | 1/24/2012 | 1/24/2018 | 1/24/2018 |
| | 85/194,581 | Pending | | |
| IDEAL IMMUNOGLOBULIN DIAGNOSIS EVALUATION AND KEY LEARNINGS PATIENT REGISTRY | 4,089,851 | 1/24/2012 | 1/24/2018 | 1/24/2018 |
| | 4,089,853 | 1/24/2012 | 1/24/2018 | 1/24/2018 |
| | 85/194,575 | Pending | | |
| IDEAL IMMUNOGLOBULIN DIAGNOSIS EVALUATION AND KEY LEARNINGS PATIENT REGISTRY | 85/194,583 | Pending | | |
| ALITER | Pending | Pending | N/A | N/A |
| ALPHA-1 THERAPY EVALUATION AND RESEARCH PATIENT REGISTRY | | | | |
| CAIR | Pending | Pending | N/A | N/A |
| COPD ASSESSMENT INTERVENTIONS AND RESEARCH PATIENT REGISTRY | | | | |
| HAELP | Pending | Pending | N/A | N/A |
| HEREDITARY ANGIOEDEMA LEARNING PROGRAM PATIENT REGISTRY | | | | |
| | Pending | Pending | N/A | N/A |
| HEAL WOUND CARE | | | | |
| MAKING A DEFERENCE IN THE LIVES OF THE PEOPLE WE SERVE | Pending | Pending | N/A | N/A |
| CLEAR PATH PATIENT LOGIC | Pending | Pending | N/A | N/A |