

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Release of Trademark Security Interest

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
U.S. BANK NATIONAL ASSOCIATION		01/16/2014	Bank: UNITED STATES

RECEIVING PARTY DATA

Name:	Apria Healthcare Group Inc.
Street Address:	26220 Enterprise Court
City:	Lake Forest
State/Country:	CALIFORNIA
Postal Code:	92630
Entity Type:	CORPORATION: DELAWARE

Name:	Coram LLC
Street Address:	555 17th Street, Suite 500
City:	Denver
State/Country:	COLORADO
Postal Code:	80202
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 68

Property Type	Number	Word Mark
Registration Number:	3437644	APRIA
Registration Number:	4053541	APRIAALERT
Registration Number:	4205646	APRIADIRECT
Registration Number:	2724757	APRIA GREAT ESCAPES
Registration Number:	2297368	APRIA HEALTHCARE
Registration Number:	3437645	APRIA HEALTHCARE
Registration Number:	2232498	APRIA HEALTHCARE
Registration Number:	3303530	APRIA PHARMACY NETWORK

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Registration Number:	3220639	HEALING BEGINS AT HOME
Registration Number:	1699458	RESPIMED
Registration Number:	2748165	STAR MEDICAL RX
Registration Number:	1618113	WASSEROTT'S
Registration Number:	2844293	W WASSEROTT'S EVERYTHING MEDICAL SINCE 1
Registration Number:	3552185	APRIA HEALTHCARE
Serial Number:	85253267	SOMNOSIS
Serial Number:	85286364	TOLEDO I.V. CARE
Registration Number:	4412921	YOUNG MEDICAL
Registration Number:	4436953	VALESCENT
Registration Number:	4429225	
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
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

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REEL: 005196 FRAME: 0442

	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
Registration Number:	4416669	NOURISH
Registration Number:	4386216	NOURISH
Registration Number:	4386215	NOURISH
Registration Number:	4390316	NOURISH
Registration Number:	4328503	NOURISH
Registration Number:	4328502	NOURISH
Registration Number:	4089850	IDEAL
Registration Number:	4188790	IDEAL
Registration Number:	4089852	IDEAL PATIENT REGISTRY
Registration Number:	4188791	IDEAL PATIENT REGISTRY
Registration Number:	4089851	IDEAL IMMUNOGLOBULIN, DIAGNOSIS, EVALUAT
Registration Number:	4089853	IDEAL IMMUNOGLOBULIN, DIAGNOSIS, EVALUAT
Registration Number:	4192688	IDEAL IMMUNOGLOBULIN, DIAGNOSIS, EVALUAT
Registration Number:	4192687	IDEAL IMMUNOGLOBULIN, DIAGNOSIS, EVALUAT

CORRESPONDENCE DATA

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Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
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Email: ipteam@nationalcorp.com
Correspondent Name: Thomas Fahey
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Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER: F148049

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	Katherine Stewart
Signature:	/Katherine Stewart/
Date:	01/17/2014
Total Attachments: 6 source=#85501012v1 - (filing - US Bank 2013 Trademark Release)#page3.tif source=#85501012v1 - (filing - US Bank 2013 Trademark Release)#page4.tif source=#85501012v1 - (filing - US Bank 2013 Trademark Release)#page5.tif source=#85501012v1 - (filing - US Bank 2013 Trademark Release)#page6.tif source=#85501012v1 - (filing - US Bank 2013 Trademark Release)#page7.tif source=#85501012v1 - (filing - US Bank 2013 Trademark Release)#page8.tif	

RELEASE OF TRADEMARK SECURITY INTEREST

This RELEASE OF TRADEMARK SECURITY INTEREST ("**Release**") is made as of January 16, 2014 by U.S. BANK NATIONAL ASSOCIATION, as Collateral Agent for the Lenders (the "**Secured Party**").

WITNESSETH:

WHEREAS, the Secured Party, Apria Healthcare Group Inc. ("**Apria**"), a Delaware corporation, Sky Acquisition LLC, a Delaware limited liability company ("**Sky**"), Coram LLC, a Delaware limited liability company ("**Coram**") and certain other subsidiaries of Sky (each a "**Grantor**" and collectively, the "**Grantors**"), are parties to that certain Amended and Restated Security Agreement, dated as of April 5, 2013 (the "**Security Agreement**") in favor of the Secured Party;

WHEREAS, in connection with the Security Agreement, the Secured Party and Apria are parties to that certain Trademark Security Agreement, dated as of April 5, 2013 (the "**Apria Trademark Security Agreement**"), pursuant to which Apria granted to the Secured Party a lien on and security interest in and to all of Apria's right, title and interest in, to and under all the Trademarks (as defined in the Security Agreement) of Apria (excluding those trademark applications qualifying for the "intent to use" exception set forth in Section 2 of the Apria Trademark Security Agreement), including, without limitation, those items listed on Schedule I attached hereto and all Proceeds (as defined in the Security Agreement) of any and all of the foregoing (such Trademarks, the "**Apria Trademark Collateral**");

WHEREAS, the Secured Party recorded the Apria Trademark Security Agreement with the U.S. Patent and Trademark Office on May 10, 2013 at Reel 5025, Frame 0792;

WHEREAS, in connection with the Security Agreement, the Secured Party and Coram are parties to that certain Trademark Security Agreement, dated as of April 5, 2013 (the "**Coram Trademark Security Agreement**" and, together with the Apria Trademark Security Agreement, the "**Trademark Security Agreements**"), pursuant to which Coram granted to the Secured Party a lien on and security interest in and to all of Coram's right, title and interest in, to and under all the Trademarks of Coram (excluding those trademark applications qualifying for the "intent to use" exception set forth in Section 2 of the Coram Trademark Security Agreement), including, without limitation, those items listed on Schedule II attached hereto and all Proceeds of any and all of the foregoing (such Trademarks, the "**Coram Trademark Collateral**" and, together with the Apria Trademark Collateral, the "**Pledged Trademark Collateral**");

WHEREAS, the Secured Party recorded the Coram Trademark Security Agreement with the U.S. Patent and Trademark Office on May 10, 2013 at Reel 5024, Frame 0107; and

WHEREAS, the Secured Party has agreed to release its rights under the Security Agreement and each of the Trademark Security Agreements and to re-convey to Apria and Coram, respectively, any and all rights such Grantor may possess in and to the Pledged Trademark Collateral.

NOW THEREFORE, in consideration for the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

1. The Secured Party hereby terminates, releases and discharges its lien on and security interest in and to all of its right, title and interest in, to and under the Pledged Trademark Collateral granted to the Secured Party pursuant to the Security Agreement and each Trademark Security Agreement and releases all other rights it may have to the Pledged Trademark Collateral under the Security Agreement or any Trademark Security Agreement.
2. The Secured Party, to the extent granted in the Security Agreement or any Trademark Security Agreement, hereby assigns, grants and otherwise re-conveys to Apria and Coram, respectively, all of its right, title and interest (if any) in and to the Pledged Trademark Collateral and all goodwill associated therewith originally granted to the Secured Party pursuant to the Security Agreement or such Trademark Security Agreement.
3. Upon the request of the Grantors, the Secured Party, at the Grantors' expense, further agrees to execute all documents, and to do such other acts, as may be necessary to effect, demonstrate, evidence or confirm the parties' intent under this Release, including, without limitation, the release of the lien and the security interest contemplated by paragraph 1 hereof.

[Signature Page Follows]

IN WITNESS WHEREOF, the Secured Party has caused this Release to be duly executed by its duly authorized officer as of the day and year first above written.

U.S. BANK NATIONAL ASSOCIATION,
as Secured Party

By: _____ 

Name: Joshua A. Hahn
Title: Vice President

[Signature Page to Release of Trademark Security Interest]

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TRADEMARK
REEL: 005196 FRAME: 0447

**SCHEDULE 1
TO
RELEASE OF TRADEMARK SECURITY INTEREST**

APRIA TRADEMARKS

U.S. TRADEMARK REGISTRATIONS AND APPLICATIONS

<u>Country</u>	<u>Trademark</u>	<u>Serial No.</u>	<u>Filing Date</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Status</u>	<u>Renewal Due</u>
USA	APRIA	78/538,197	12/24/2004	3,437,644	05/27/2008	Registered	5/27/2018
USA	APRIAALERT	77/886749	12/04/2009	4,053,541	11/08/2011	Registered	11/08/2021
USA	APRIADIRECT	85/534,800	2/06/2012	4,205,646	9/11/2012	Registered	9/11/2022
USA	APRIA GREAT ESCAPES	75/919,113	9/9/1999	2,724,757	6/10/2003	Registered	6/10/2013
Mexico	APRIA HEALTHCARE (Class 05,42)	75/389,297	11/13/1997	2,297,368	12/7/1999	Registered	12/7/2019
USA	APRIA HEALTHCARE (Class 05, 10, 12)	78/538,198	12/24/2004	3,437,645	05/27/2008	Registered	5/27/2018
USA	APRIA HEALTHCARE AND/OR WITH DESIGN	74/710,078	8/2/1995	2,232,498	3/16/1999	Registered	3/16/2019
USA	APRIA PHARMACY NETWORK	78/538,195	12/24/2004	3,303,530	10/2/2007	Registered	10/2/2017
USA	HEALING BEGINS AT HOME	78/570,839	2/18/2005	3,220,639	3/20/2007	Registered	3/20/2017
USA	RESPIMED	74/148,131	3/15/1991	1,699,458	7/7/1992	Registered	7/7/2022
USA	STAR MEDICAL RX	76/273,832	6/20/2001	2,748,165	8/5/2003	Registered	8/5/2013
USA	WASSEROTT'S	73/811,928	7/11/1989	1,618,113	10/16/1990	Registered	10/16/2020
USA	WASSEROTT'S EVERYTHING MEDICAL SINCE 1924 & DESIGN	76/450,880	9/17/2002	2,844,293	5/25/2004	Registered	5/25/2014
USA	APRIA HEALTHCARE & DESIGN	78/980,515	12/30/2004	3,552,185	12/23/2008	Registered	12/23/2018
USA	SOMNOSIS	85/253267	02/28/2011	Pending	N/A	N/A	N/A
USA	TOLEDO I.V. CARE	85/286364	04/05/2011	Pending	N/A	N/A	N/A
USA	YOUNG MEDICAL	85/322884	05/17/2011	4,412,921	10/08/2013	Registered	10/08/2023
USA	VALESCENT	85/378245	07/22/2011	4,436,953	11/19/2013	Registered	11/19/2023
USA	VALESCENT LOGO MARK	85/381962	07/27/2011	4,429,225	11/05/2013	Registered	11/05/2023

**SCHEDULE II
TO
RELEASE OF TRADEMARK SECURITY INTEREST**

CORAM TRADEMARKS

U.S. TRADEMARK REGISTRATIONS AND APPLICATIONS

<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 HEALTHCARE ONE TO ONE NUTRITION SUPPORT CONSUMER SATISFACTION PROGRAM	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 3,374,860 3,374,862	01/29/2008	01/29/2013	01/19/2018
CORAMRX SPECIALTY PHARMACY SERVICES	3,374,863 3,374,866 3,374,864 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

<u>Name of Mark</u>	<u>Registration / App#</u>	<u>Registration Date</u>	<u>Declaration Date</u>	<u>End Date</u>
RX CORAMRX SPECIALTY PHARMACY SERVICES AN APRIA HEALTHCARE COMPANY	3,575,111 3,575,109	02/17/2009	02/17/2014	02/18/2019
NOURISH NUTRITIONAL SUPPORT PROGRAM	4,208,765 4,208,764 4,208,763 4,208,762	9/18/2012	9/18/2018	9/18/2022
NOURISH	4,416,669 4,386,216 4,386,215 4,390,316	10/15/2013 08/20/2013 08/20/2013 08/27/2013		
NOURISH	4,328,503 4,328,502	04/30/2013 04/30/2013		
IDEAL	4,089,850 4,188,790	1/24/2012 08/14/2012	1/24/2018	1/24/2018
IDEAL PATIENT REGISTRY	4,089,852 4,188,791	1/24/2012 08/14/2012	1/24/2018	1/24/2018
IDEAL IMMUNOGLOBULIN DIAGNOSIS EVALUATION AND KEY LEARNINGS PATIENT REGISTRY	4,089,851 4,089,853 4,192,688 4,192,687	1/24/2012 1/24/2012 8/21/2012 8/21/2012	1/24/2018 1/24/2018	1/24/2018 1/24/2018