

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM468998

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Notice of Grant of Security Interest in Trademarks		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Rotech Healthcare Inc.		04/06/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	SunTrust Bank, as Administrative Agent		
Street Address:	303 Peachtree Street, N.E., 25th Floor		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30308		
Entity Type:	Corporation: GEORGIA		
PROPERTY NUMBERS Total: 16			
Property Type	Number	Word Mark	
Registration Number:	5102862	TIPOFF	
Registration Number:	5001642	CAREPLUS	
Registration Number:	3775214	CARE PLUS+	
Registration Number:	3151965	ROTECH HEALTHCARE INC. WE CARE ABOUT PAT	
Registration Number:	3040120	SLEEP CENTRAL A DIVISION OF ROTECH HEALT	
Registration Number:	2999261	ROTECH	
Registration Number:	2994817	ROTECH	
Registration Number:	2994816	ROTECH HEALTHCARE INC.	
Registration Number:	2968798	ROTECH HEALTHCARE INC.	
Registration Number:	2912675	ROTECH HEALTHCARE INC.	
Registration Number:	2897097	ROTECH	
Registration Number:	2891435	PULMO DOSE	
Registration Number:	2857864	ROTECH HEALTHCARE INC.	
Registration Number:	2802396	ROTECH	
Registration Number:	2802395	ROTECH	
Registration Number:	2797679	ROTECH HEALTHCARE INC.	
CORRESPONDENCE DATA			
Fax Number:	9192868199		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>			
TRADEMARK			

OP \$415.00 5102862

using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 9192868000
Email: PTO_TMconfirmation@mvalaw.com, amberwest@mvalaw.com
Correspondent Name: MOORE & VAN ALLEN PLLC
Address Line 1: 3015 Carrington Mill Blvd., Suite 400
Address Line 4: Morrisville, NORTH CAROLINA 27560

ATTORNEY DOCKET NUMBER:	410643.248
NAME OF SUBMITTER:	John Slaughter
SIGNATURE:	/John Slaughter/
DATE SIGNED:	04/09/2018

Total Attachments: 5

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NOTICE
OF
GRANT OF SECURITY INTEREST
IN
TRADEMARKS

NOTICE OF SECURITY INTERESTS IN TRADEMARKS dated as of April 6, 2018 (this "Trademark Security Agreement"), made by Rotech Healthcare Inc., a Delaware corporation (the "Obligor"), in favor of SunTrust Bank, as Administrative Agent (the "Administrative Agent").

WHEREAS, under the terms of the Security and Pledge Agreement entered into as of April 6, 2018 among the Obligor, the other obligors party thereto, and the Administrative Agent (amended, modified, supplemented, increased, extended, restated, refinanced and replaced from time to time, the "Security Agreement"), the Obligor has granted to the Administrative Agent, for the benefit of the holders of the Secured Obligations, a security interest in, among other property, certain intellectual property of the Obligor, and have agreed as a condition thereof to execute this Trademark Security Agreement for recording with the United States Patent and Trademark Office (the "USPTO").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Obligor agrees as follows:

SECTION 1. Terms. Capitalized terms used in this Trademark Security Agreement and not otherwise defined herein have the meanings specified in the Security Agreement.

SECTION 2. Grant of Security Interest To secure the prompt payment and performance in full when due, whether by lapse of time, acceleration, mandatory prepayment or otherwise, of the Secured Obligations, each Obligor hereby grants to the Administrative Agent, for the benefit of the holders of the Secured Obligations, a continuing security interest in, and a right to set off against, any and all right, title and interest of such Obligor in and to all of the following, whether now owned or existing or owned, acquired, or arising hereafter (collectively, but excluding any Excluded Property, the "Trademark Collateral"):

(a) all trademarks, service marks, corporate names, company names, business names, trade dress, logos and taglines, all registrations thereof (if any), and all registration and recording applications filed in connection therewith, including registrations and registration applications in the USPTO (except for "intent-to-use" applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. §1051, for which an amendment to allege use or a statement of use has not been filed under Sections 1(c) and 1(d) of Lanham Act, respectively, or, if filed, has not been deemed in conformance with Section 1(a) of the Lanham Act or examined and accepted by the United States Patent and Trademark Office, but intent-to-use applications are excepted only to the extent that, and solely during the period if any in which, the grant of a security interest therein would impair the validity or enforceability of such "intent-to-use" applications), and all renewals thereof, including those listed on Schedule I hereto; and

(b) all goodwill associated therewith or symbolized thereby.

SECTION 3. **Security for Obligations.** The grant of a security interest in the Trademark Collateral by the Obligor under this Trademark Security Agreement is made to secure the payment or performance, as the case may be, in full of the Secured Obligations.

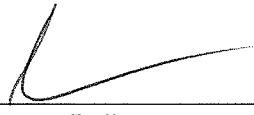
SECTION 4. **Recordation.** The Obligor hereby requests and authorizes the USPTO to record this Trademark Security Agreement against the Trademark Collateral.

SECTION 5. **Counterparts.** This Trademark Security Agreement may be executed in two or more counterparts, each of which shall constitute an original but all of which when taken together shall constitute but one contract. Delivery of an executed counterpart to this Agreement by facsimile or other electronic transmission (including .pdf file) shall be as effective as delivery of a manually signed original.

SECTION 6. **Governing Law.** THIS TRADEMARK SECURITY AGREEMENT AND ANY CLAIMS, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS TRADEMARK SECURITY AGREEMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY SHALL BE CONSTRUED IN ACCORDANCE WITH AND BE GOVERNED BY THE LAW OF THE STATE OF NEW YORK.

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ROTECH HEALTHCARE INC., a Delaware corporation

By: 
Name: Steven B. Burres
Title: Secretary

3600 Vineland Road, Suite 107-114
Orlando, FL 32811

Acknowledged and Accepted:

SUNTRUST BANK, as Administrative Agent

By: _____
Name:
Title:

SunTrust Bank
Agency Services
303 Peachtree Street, N.E., 25th Floor
Atlanta, Georgia 30308
Attention: Mr. Doug Wertz
Facsimile: (404) 495-2170
Email: agency.services@suntrust.com

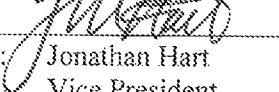
ROTECH HEALTHCARE INC., a Delaware
corporation

By: _____
Name:
Title:

3600 Vineland Road, Suite 107-114
Orlando, FL 32811

Acknowledged and Accepted:

SUNTRUST BANK, as Administrative Agent

By:  _____
Name: Jonathan Hart
Title: Vice President

SunTrust Bank
Agency Services
303 Peachtree Street, N.E., 25th Floor
Atlanta, Georgia 30308
Attention: Mr. Doug Weitz
Facsimile: (404) 495-2170
Email: agency.services@suntrust.com

ROTECH HEALTHCARE INC.
NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS

TRADEMARK
REEL: 006309 FRAME: 0619

Schedule I

Rotech Healthcare Inc.
(Delaware Corporation)

U.S. Trademarks

Trademark Registrations

Mark	Reg. No.	Reg. Date
TIPOFF	5102862	12/20/16
CAREPLUS	5001642	07/19/16
CARE PLUS+ (Stylized)	3775214	04/13/10
ROTECH HEALTHCARE INC. WE CARE ABOUT PATIENT CARE	3151965	10/03/06
SLEEP CENTRAL A DIVISION OF ROTECH HEALTHCARE INC. and Design	3040120	01/10/06
ROTECH	2999261	09/20/05
ROTECH	2994817	09/13/05
ROTECH HEALTHCARE INC.	2994816	09/13/05
ROTECH HEALTHCARE INC.	2968798	07/12/05
ROTECH HEALTHCARE INC.	2912675	12/21/04
ROTECH	2897097	10/26/04
PULMO DOSE	2891435	10/05/04
ROTECH HEALTHCARE INC.	2857864	06/29/04
ROTECH	2802396	01/06/04
ROTECH	2802395	01/06/04
ROTECH HEALTHCARE INC.	2797679	12/23/03