

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM470098

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Wells Fargo Bank		04/06/2018	National Banking Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	Rotech Healthcare Inc.		
Street Address:	3600 Vineland Road		
Internal Address:	Suite 114		
City:	Orlando		
State/Country:	FLORIDA		
Postal Code:	32811		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 15			
Property Type	Number	Word Mark	
Registration Number:	3775214	CARE PLUS+	
Registration Number:	3151965	ROTECH HEALTHCARE INC. WE CARE ABOUT PAT	
Registration Number:	3149476	PULMO DOSE	
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:	2054585100		

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TRADEMARK

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

Phone: 205-458-5462
Email: hlahr@burr.com
Correspondent Name: Hanna B. Lahr
Address Line 1: 420 North 20th Street
Address Line 2: Suite 3400
Address Line 4: Birmingham, ALABAMA 35203

ATTORNEY DOCKET NUMBER:	0014377.0000564
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NAME OF SUBMITTER:	Hanna B. Lahr
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SIGNATURE:	/Hanna B. Lahr/
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DATE SIGNED:	04/17/2018
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Total Attachments: 5

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RELEASE OF TRADEMARK SECURITY INTEREST, dated as of April 6, 2018 (this "Release"), by Wells Fargo Bank, National Association, a national banking association, in its capacity as collateral agent (the "Collateral Agent"), in favor of Rotech Healthcare Inc., a Delaware corporation (the "Borrower"). Capitalized terms used herein and not otherwise defined shall have the meanings assigned to such terms in the First Lien Credit Agreement or the First Lien Collateral Agreement, as applicable, referred to below.

Reference is made to (a) the First Lien Credit Agreement, dated as of September 27, 2013 (as further amended, supplemented or otherwise modified from time to time prior to the date hereof, the "First Lien Credit Agreement"), among the Borrower, the Guarantors, the lenders party thereto and the Collateral Agent, (b) the First Lien Collateral Agreement, dated as of September 27, 2013 (the "First Lien Collateral Agreement"), among the Borrower, certain Subsidiaries of the Borrower party thereto and the Collateral Agent, and (c) the Trademark Security Agreement, dated as of September 27, 2013 (the "Trademark Security Agreement"), between the Borrower and the Collateral Agent.

WHEREAS, pursuant to the First Lien Credit Agreement, the First Lien Collateral Agreement and the Trademark Security Agreement, the subsidiaries of the Borrower and other related parties listed on Schedule I hereto (the "Grantors") have granted a lien on and security interest to the Collateral Agent, for the ratable benefit of the Secured Parties in, among other things, the Trademark Collateral (as defined in the Trademark Security Agreement), including the trademarks of the Grantors set forth on Schedule II hereto (the "Trademarks"), which security interest was recorded with the United States Patent & Trademark Office (the "USPTO") on September 27, 2013 at Reel/Frame 5119/0399.

WHEREAS, in connection with the repayment of all Indebtedness and the termination of all Commitments under the First Lien Credit Agreement, and the release of security interests under the Loan Documents, the Grantors have informed the Collateral Agent of their desire to obtain the release of all right, title and interest in and to the Trademark Collateral (including the Trademarks) granted under the Trademark Security Agreement.

WHEREAS, the Collateral Agent has duly authorized the execution, delivery and performance of this Release.

NOW, THEREFORE, in exchange for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Collateral Agent does hereby release, cancel, relinquish and discharge its lien on and any and all security interests it has against the Trademark Collateral and all right, title and interest it has in the Trademark Collateral, including the Trademarks. The Collateral Agent hereby terminates and cancels the Trademark Security Agreement. The Collateral Agent agrees to make filings with the USPTO and take further actions, in each case as reasonably requested by the Grantors and at the sole expense of the Grantors, to evidence the release and termination of the Collateral Agent's security interests in the Trademark Collateral, including to (i) record this Release with the USPTO, (ii) file UCC financing statement amendments with the applicable filing office in order to memorialize the release of the security interest of the Collateral Agent in the Trademarks and/or (iii) otherwise record or file this Release in the applicable governmental office or agency. The execution and

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delivery of this Release and any further documents and the performance of any actions by the Collateral Agent are made without representation or warranty by, or recourse to, the Collateral Agent or any other Secured Party.

THIS RELEASE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK AND SHALL BE BINDING UPON THE GRANTORS' AND THE COLLATERAL AGENT'S REPRESENTATIVES, SUCCESSORS, ASSIGNS AND TRANSFEREES.

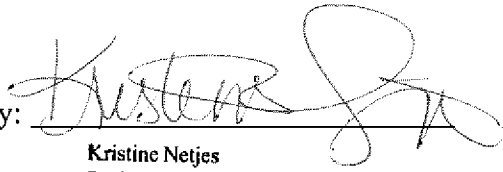
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IN WITNESS WHEREOF, the Collateral Agent has duly executed this Release as of the day and year first above written.

WELLS FARGO BANK, NATIONAL ASSOCIATION
as the Collateral Agent

By: 
Kristine Netjes
Senior Vice President

[Signature Page to Release of First Lien Trademark Security Interest]

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Schedule I

Rotech Healthcare Inc.

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Schedule II

Trademark Registrations

Mark	Reg. No.	Reg. Date
CARE PLUS+ (Stylized)	3775214	04/13/10
ROTECH HEALTHCARE INC. WE CARE ABOUT PATIENT CARE	3151965	10/03/06
Pulmo Dose	3149476	09/26/06
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

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