

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

RELEASE BY SECURED PARTY

CONVEYING PARTY DATA

Name	Execution Date
PNC Bank, National Association, as Agent and Lender	09/17/2007

RECEIVING PARTY DATA

Name:	Air Methods Corporation
Street Address:	7301 South Peoria
Internal Address:	PO Box 4114
City:	Englewood
State/Country:	COLORADO
Postal Code:	80155

PROPERTY NUMBERS Total: 7

Property Type	Number
Patent Number:	5372339
Patent Number:	5383629
Patent Number:	5785277
Patent Number:	6152401
Patent Number:	5738306
Patent Number:	5810178
Patent Number:	4971801

CORRESPONDENCE DATA

Fax Number: (303)685-4869

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Email: tmartinet@jcfkk.com

Correspondent Name: Trent Martinet

Address Line 1: 1050 17th St. Ste. 1500

Address Line 4: Denver, COLORADO 80265

PATENT

REEL: 020125 FRAME: 0177

500400704

OP \$280.00 5372339

ATTORNEY DOCKET NUMBER:	1056.00036
NAME OF SUBMITTER:	Trent Martinet
<p>Total Attachments: 6</p> <p>source=pncbankrelease#page1.tif</p> <p>source=pncbankrelease#page2.tif</p> <p>source=pncbankrelease#page3.tif</p> <p>source=pncbankrelease#page4.tif</p> <p>source=pncbankrelease#page5.tif</p> <p>source=pncbankrelease#page6.tif</p>	

PNC BANK, NATIONAL ASSOCIATION
70 East 55th Street
New York, New York 10022

September 17, 2007

AIR METHODS CORPORATION
7301 South Peoria
Englewood, Colorado 80112
Attention: Trent Carman

Ladies and Gentlemen:

Reference is hereby made to that certain Amended and Restated Revolving Credit, Term Loan and Security Agreement (as amended from time to time, the "Loan Agreement"), dated as of May 9, 2005, among AIR METHODS CORPORATION, a Delaware corporation ("AMC"), ROCKY MOUNTAIN HOLDINGS, L.L.C., a Delaware limited liability company ("RMH"), MERCY AIR SERVICE, INC., a California corporation ("Mercy"), LIFENET, INC., a Missouri corporation ("LifeNet") (AMC, RMH, Mercy and LifeNet, each a "Borrower" and collectively "Borrowers"), the financial institutions named in or which hereafter become a party to the Loan Agreement (collectively, the "Lenders" and individually a "Lender") PNC BANK, NATIONAL ASSOCIATION, as agent for Lenders ("Agent"), and PNC CAPITAL MARKETS, INC., as Lead Arranger and Sole Book-Runner. All capitalized terms not otherwise defined herein shall have the meanings given to them in the Loan Agreement.

1. Borrowers have notified Agent that they will repay all of the outstanding Obligations (the "Payoff Obligations") as set forth in this letter agreement.

2. Based on Agent's books and records, the total amount of the Payoff Obligations due Agent and Lenders, if paid on September 17, 2007 (the "Payment Date") is \$28,785,764.86 (the "Payoff Amount"), which Payoff Amount includes all principal, interest, fees, costs, expenses and liquidated damages as of such date; provided, however, that if the total amount of the Payoff Obligations is not received by 2:00 p.m. New York time on the Payment Date, per diem fees at \$7,009.21 shall be due and added to the Payoff Amount for each day following the Payment Date until payment is so received and including the day payment is so received. An itemization of the Payoff Amount is set forth on Exhibit A hereto.

3. All Payoff Obligations shall be wire transferred to Agent as follows:

PNC BANK
ABA#: 031 20 7607
CREDIT: PNC BUSINESS CREDIT
GL ACCOUNT #: 196039957830
REF: AIR METHOD PAYOFF

4. Notwithstanding the foregoing, Borrowers and Agent agree that the outstanding

letter of credit issued by Agent (L/C# 18101127) (the "PNC Letter of Credit"), shall not terminate and shall continue in full force and effect until the respective maturity date thereof.

5. In consideration of the payment in full of Borrowers' indebtedness to Agent and Lenders as set forth above and the agreements of Borrowers contained herein, Agent hereby (i) except as set forth below, acknowledges and agrees that receipt by Agent of the Payoff Amount in immediately available funds will constitute payment in full of all of Borrowers' indebtedness and obligations to Agent and Lenders (other than with respect to the PNC Letter of Credit) (including all interest, letter of credit fees and other fees and expenses with respect thereto as set forth in the Loan Agreement), and those other Obligations which survive termination of the Loan Agreement) and (ii) except as set forth below, releases, effective upon Agent's receipt of the Payoff Amount, all security interests and liens which Borrowers may have granted to Agent for the benefit of Lenders. Upon receipt by Agent of the Payoff Amount, that certain Blocked Account Agreement dated as of October 18, 2002 by and among Agent, Arch Air Medical Service, Inc. and US Bank, N.A. "US Bank"), as amended, shall be terminated, the security interests of Agent in the Blocked Account shall be released and no further transfers to the Blocked Account shall be made (as such terms are defined therein); provided, however, that to the extent Agent is required to reimburse US Bank with respect to any overdraft, returned item, or nonpayment, reversal, refund or chargeback or any items, Borrowers shall remain liable therefor to Agent.

6. Agent further agrees, at Borrowers' expense, to deliver to Borrowers upon receipt by Agent of the Payoff Amount, such termination statements, releases, cancellations, discharges or other agreements as may reasonably be requested by Borrowers in connection with Agent's above-described release of the security interests and liens and hereby authorizes Borrowers (or anyone designated by Borrowers) to file Uniform Commercial Code termination financing statements in connection with Agent's above-described release of the security interests and liens (collectively, the "Termination Documents") without the necessity of the signature or any other approval of Agent.

7. Notwithstanding anything to the contrary hereinabove contained, Agent hereby reserves all of its rights with respect to any and all checks or similar instruments for payment of money heretofore received by it in connection with its arrangements with Borrowers, and all of its rights to any monies due or to become due under said checks or similar instruments and/or all of its claims thereon.

8. For and in consideration of Agent's agreements contained herein, Borrowers agree to indemnify Agent and Lenders from, and hold Agent and Lenders harmless against all losses, liabilities, charges, damages, claims, expenses and fees which Agent and Lenders may incur as a result of any losses, liabilities, charges, damages, claims, expenses and fees which Agent and Lenders may have incurred or may now or hereafter incur in connection with the transactions contemplated by this letter which have not as yet been reflected in Borrowers' loan account which Borrowers are, or may be, required to bear pursuant to the Agreement. The amount of any such losses, charges, fees, expenses or other liabilities for which Agent and Lenders are hereinabove indemnified shall be paid to Agent promptly upon Agent's demand therefor. In addition, Agent may apply any sums of Borrowers at any time in possession of any bank, financial institutions or other entity that directly or indirectly, through one or more

intermediaries, controls or is controlled by, or is under common control with, Agent or Lenders to Borrowers' obligations hereunder to the extent such obligations exist.

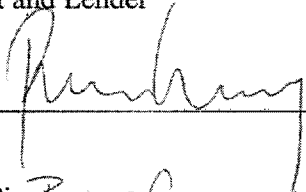
9. Borrowers further agree that effective upon the receipt by Agent of the Payoff Amount, the Loan Agreement and the Other Documents and the commitments of Agent and Lenders under the Loan Agreement and the Other Documents shall be terminated (except as to any obligations under the Loan Agreement and the Other Documents that survive the termination of such agreements in accordance with their terms).

10. Borrowers agree that automatically upon receipt of the Payoff Amount, Borrowers will be deemed to have released and forever discharged Agent and Lenders and each of their respective employees, officers, directors, agents, accountants and attorneys, parent companies and all direct and indirect affiliates of such parent companies and their employees, officers and directors, agents, accountants and attorneys, and the heirs, executors, administrators, successors and assigns each of them and of all of the foregoing, of and from all and any manner of action or actions, cause and causes of action, suits, debts, dues, sums of money, accounts, bonds, bills, covenants, contracts, agreements, promises, damages, judgments, claims and demands whatsoever in law or in equity that each of them has, may have or may in the future have against Agent or Lenders arising out of, resulting from or in any way related to this letter, the transactions represented hereby or any action or failure to act in connection therewith.

11. This letter agreement may be executed in any number of and by different parties hereto on separate counterparts, all of which, when so executed, shall be deemed an original, but all such counterparts shall constitute one and the same agreement. Any signature delivered by a party by facsimile transmission shall be deemed to be an original signature hereto.

[Signatures on next Page]

PNC BANK, NATIONAL ASSOCIATION, as
Agent and Lender

By: 
Name: Brian Conway
Title: Vice President

Acknowledged and agreed to this 17th day of September, 2007

<p>AIR METHODS CORPORATION</p> <p>By: _____ Name: _____ Title: _____</p>	<p>MERCY AIR SERVICE, INC.</p> <p>By: _____ Name: _____ Title: _____</p>
<p>ROCKY MOUNTAIN HOLDINGS, L.L.C.</p> <p>By: _____ Name: _____ Title: _____</p>	<p>LIFENET, INC.</p> <p>By: _____ Name: _____ Title: _____</p>

PNC BANK, NATIONAL ASSOCIATION, as
Agent and Lender

By: _____

Name:

Title:

Acknowledged and agreed to this 17th day of September, 2007

<p>AIR METHODS CORPORATION</p> <p>By: <u>Trent J Carman</u></p> <p>Name: <u>Trent J Carman</u></p> <p>Title: <u>CFO</u></p>	<p>MERCY AIR SERVICE, INC.</p> <p>By: <u>Trent J Carman</u></p> <p>Name: <u>Trent J Carman</u></p> <p>Title: <u>CFO</u></p>
<p>ROCKY MOUNTAIN HOLDINGS, L.L.C.</p> <p>By: <u>Trent J Carman</u></p> <p>Name: <u>Trent J Carman</u></p> <p>Title: <u>CFO</u></p>	<p>LIFENET, INC.</p> <p>By: <u>Trent J Carman</u></p> <p>Name: <u>Trent J Carman</u></p> <p>Title: <u>CFO</u></p>

Exhibit A

Itemization of Payoff Amount

Loan Balance	\$28,487,882.94
Interest	\$180,054.74
Fees	\$112,275.98
Legal Fees	\$5,551.20
Total Above	\$28,785,764.86
Per Diem	7,009.21

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