

08-17-2001

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Form PTO-4394

(Rev. 11/97)

OMB No. 0651-0027 (exp. 5/31/2002)

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U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Canadian Imperial Bank of Commerce
(CIBC)

- Individual(s)
- General Partnership
- Corporation-State Canada
- Other _____
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other Release of Security Interest
- Merger
- Change of Name

Execution Date: July 27, 2001

2. Name and address of receiving party(ies)

Name: Laidlaw Medical Transportation, Inc.

Internal Address: _____

Street Address: 9573 Chesapeake Drive

City: San Diego State: CA Zip: 92123

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State Delaware
- Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

None.

B. Trademark Registration No.(s)

1,915,480

1,916,853

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Marianne F. Taras

Internal Address: Paul Hastings Janofsky & Walker LLP

Street Address: 1055 Washington Boulevard

City: Stamford State: CT Zip: 06901

6. Total number of applications and registrations involved: _____

2

7. Total fee (37 CFR 3.41).....\$ 65.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: _____

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Marianne F. Taras

Name of Person Signing

Marianne F. Taras

Signature

8/10/01

Date

Total number of pages including cover sheet, attachments, and document: 3

08/16/2001 LMUELLER 00000103 1915480

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

01 FC:481
02 FC:482

40.00 DP
25.00 DP

TRADEMARK
REEL: 002349 FRAME: 0242

RELEASE OF SECURITY INTEREST IN TRADEMARKS

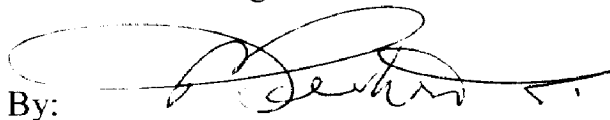
July 27, 2001

Reference is made to (i) that certain Revolving Credit and Guaranty Agreement, dated as of October 31, 2000 (the "Credit Agreement"), among the subsidiaries of Laidlaw Inc. ("Laidlaw") listed as borrowers on the signature pages thereto (collectively, the "Borrowers"), the subsidiaries of Laidlaw listed as guarantors on the signature pages thereto, each of the other financial institutions from time to time party thereto (the "Lenders") and Canadian Imperial Bank of Commerce, as administrative agent and collateral agent for the Lenders (in such capacities, the "Agent"), (ii) that certain Security and Pledge Agreement dated as of October 31, 2000 (the "Security Agreement"), by and between the Borrowers and the Agent, pursuant to which, inter alia, the Borrowers granted to the Agent a security interest in the Borrowers' right, title, and interest in and to the trademarks and registrations listed on Schedule A hereto (the "Trademarks") and (iii) that certain Supplement to the Security and Pledge Agreement, dated February 1, 2001, (the "Supplement"), which Supplement evidences the security interest of the Agent in the Trademarks and was recorded in the United States Patent and Trademark Office on February 27, 2001, at Reel 2245, Frame 688.

The Agent hereby re-assigns and releases to the Borrowers and terminates all right, title and interest that the Agent has in and to the Trademarks and all proceeds of the foregoing; and all general intangibles associated with the foregoing, including without limitation, all goodwill associated in any way with such Trademarks; the right to sue for past, present and future infringements, and all rights corresponding thereto; and all rights relating to any related trademarks or trademark applications existing in the past, present or future. The Agent will execute and deliver to the Borrowers, at the Borrowers' expense, such additional documents as may be reasonably necessary and delivered by the Borrowers to the Agent, which are intended to terminate any interest of the Agent in the Trademarks.

This release shall be governed by and construed in accordance with the laws of the State of New York without regard to conflicts of law principles.

**CANADIAN IMPERIAL BANK OF
COMMERCE**, as Administrative Agent
and Collateral Agent

By: 

Name: **A.C. Becker**
Title: **General Manager**

NYA 365927.1

**TRADEMARK
REEL: 002349 FRAME: 0243**

Schedule A

	Assigned Trademark	Registration Number	Date Recorded	Reel/Frame
1.	MEDTRANS	1,915,480	2/27/01	2245/688
2.	MEDTRANS	1,916,853	2/27/01	2245/688

NYA 365927.1

RECORDED: 08/13/2001

TRADEMARK
REEL: 002349 FRAME: 0244