

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Termination and Release of Security Interest in Trademarks		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bank of America, N.A.		05/25/2011	national association: UNITED STATES
RECEIVING PARTY DATA			
Name:	Affilion, Inc.		
Street Address:	80 E. Rio Salado Pkwy		
Internal Address:	Suite 703		
City:	Tempe		
State/Country:	ARIZONA		
Postal Code:	85281		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3330024	A BETTER ED	
Registration Number:	3433776	REAT	
Registration Number:	3529577	DOCFIRST	
Registration Number:	3152572	AFFILION	
CORRESPONDENCE DATA			
Fax Number:	(212)909-6836		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
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Correspondent Name:	Sean Kass, Esq.		
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ATTORNEY DOCKET NUMBER:	15555-1343		

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TRADEMARK
REEL: 004547 FRAME: 0609

NAME OF SUBMITTER:	Sean Kass
Signature:	/Sean Kass/
Date:	05/25/2011
Total Attachments: 4 source=Affilion_23434790#page1.tif source=Affilion_23434790#page2.tif source=Affilion_23434790#page3.tif source=Affilion_23434790#page4.tif	

TERMINATION AND RELEASE OF
SECURITY INTEREST IN TRADEMARKS

TERMINATION AND RELEASE, dated as of May 25, 2011, from Bank of America, N.A, a national association having a principal place of business at 1455 Market Street, 5th Floor, San Francisco, CA 94103 as collateral agent (the "Collateral Agent") for itself and the several banks and other financial institutions (the "Lenders") that are parties to the Credit Agreement (as hereinafter defined), to Affilion, Inc., a Delaware corporation having a principal place of business at 80 E. Rio Salado Pkwy, Suite 703, Tempe, Arizona 85281 (the "Pledgor"). Capitalized terms used herein without definition are used as defined in the Credit Agreement, dated as of April 8, 2010, among AMR Holdco, Inc., a Delaware corporation, EmCare Holdco, Inc., a Delaware corporation, Emergency Medical Services L.P., a Delaware limited partnership, each Lender from time to time party thereto, the Collateral Agent, the Administrative Agent and the other parties party thereto (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") or the Security Agreement, dated as of April 8, 2010 among AMR Holdco, Inc., EmCare Holdco, Inc., the Collateral Agent and the other parties party thereto (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement").

WITNESSETH:

WHEREAS, pursuant to the Security Agreement, the Pledgor was required to execute and deliver that certain Trademark Security Agreement, dated as of July 26, 2010 (the "Trademark Security Agreement"), made in favor of the Collateral Agent, and mortgaged, pledged and granted to the Collateral Agent a lien on and security interest in (the "Security Interest") all of its right, title and interest, in to and under certain Pledged Trademarks (as hereinafter defined); and

WHEREAS, the Trademark Security Agreement was recorded in the Trademark Division of the United States Patent and Trademark Office on August 3, 2010, at Reel 004253, Frame 0802; and

WHEREAS, the Collateral Agent now desires to terminate and release the entirety of its Security Interest in the Pledged Trademarks;

NOW, THEREFORE, for good and valuable consideration including the satisfaction of all obligations, indebtedness and liabilities secured by the Pledged Trademarks pursuant to the Trademark Security Agreement, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Collateral Agent hereby states as follows:

1. Pledged Trademarks: The term "Pledged Trademarks," as used herein, shall mean all of the Pledgor's right, title and interest in, to and under all (a) Trademarks of Pledgor listed on Schedule I attached hereto, (b) all Goodwill associated with such Trademarks and (c) all Proceeds of any and all of the foregoing (other than Excluded Property).

2. Release of Security Interest: The Collateral Agent hereby terminates, releases and discharges its Security Interest in the Pledged Trademarks, and any right, title or interest of the Collateral Agent in such Pledged Trademarks shall hereby cease and become void.

3. Further Assurances: The Collateral Agent shall promptly, upon the request and at the sole cost and expense of the Pledgor, assign, transfer and deliver to Pledgor proper documents and instruments (including UCC-3 termination financing statements or releases) acknowledging the termination of the Security Agreement and releasing the collateral pledge, grant, assignment, lien and security interest in the Pledged Trademarks under the Trademark Security Agreement.

* * *

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IN WITNESS WHEREOF, the undersigned has executed this Termination and Release by its duly authorized officer as of the date first above written.

BANK OF AMERICA, N.A.,
as Collateral Agent

By: Robert P. [Signature]

Name: ROBERT P. TELMEYER
Title: VICE PRESIDENT

[Signature Page to Affilion, Inc. Trademark Release]

TRADEMARK
REEL: 004547 FRAME: 0613

SCHEDULE I

<u>TRADEMARK</u>	<u>Status</u>	<u>App. No.</u>	<u>Filing Date</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
A BETTER ED	Registered	76-634,051	3/22/2005	3,330,024	11/6/2007
REAT	Registered	76-681,920	9/17/2007	3,433,776	5/27/2008
DOCFIRST	Registered	76-681,921	9/17/2007	3,529,577	11/11/2008
AFFILION and design	Registered	76-633,850	3/21/2005	3,152,572	10/10/2006