

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM435790

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST IN TRADEMARK RIGHTS (Term)		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CALSTAR AIR MEDICAL SERVICES LLC		07/19/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	BANK OF AMERICA, N.A.		
Street Address:	901 MAIN STREET, 11TH FLOOR		
City:	DALLAS		
State/Country:	TEXAS		
Postal Code:	75202		
Entity Type:	NATIONAL ASSOCIATION: UNITED STATES		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4542643	CALSTAR	
Registration Number:	4546838	C CALSTAR	
Registration Number:	4546839	ALL ACCESS TRANSFER CENTER	
Registration Number:	4711719	ALL ACCESS TRANSFER CENTER	
CORRESPONDENCE DATA			
Fax Number:	6508385109		
<i>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.</i>			
Phone:	650-838-3743		
Email:	JLIK@SHEARMAN.COM		
Correspondent Name:	BENJAMIN PETERSEN		
Address Line 1:	1460 EL CAMINO REAL, 2ND FLOOR		
Address Line 2:	SHEARMAN & STERLING LLP		
Address Line 4:	MENLO PARK, CALIFORNIA 94025		
ATTORNEY DOCKET NUMBER:	40208/3		
NAME OF SUBMITTER:	BENJAMIN PETERSEN		
SIGNATURE:	/BENJAMIN PETERSEN/		
DATE SIGNED:	07/19/2017		
Total Attachments: 5			

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GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (this “Agreement”), dated as of July 19, 2017, is made by CALSTAR Air Medical Services LLC (the “Grantor”), in favor of Morgan Stanley Senior Funding, Inc., as collateral agent (in such capacity, the “Agent”) in connection with that certain Term Loan Credit Agreement, dated as of April 28, 2015 (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among Air Medical Intermediate Corp. (“Air Medical Intermediate”), Air Medical Merger Sub Corp., a Delaware corporation and wholly-owned subsidiary of Air Medical Intermediate, which, on the Closing Date, shall be merged with AMGH Holding Corp. (“AMGH”) (with AMGH as the merged company), Air Medical Group Holdings, Inc. (“Air Medical”) and, following the consummation of the Secondary Mergers, the “Borrower”), the Lenders from time to time party thereto and Morgan Stanley Senior Funding, Inc., as administrative agent and collateral agent (in such capacity, the “Agent”) for the benefit of the Secured Parties.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make loans to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, the Grantor has executed and delivered Supplement No. 1 dated as of July 19, 2017 (“Supplement No. 1”), to that certain Term Loan Security Agreement, dated as of April 28, 2015, among Air Medical Intermediate, the Borrower, each of the Subsidiaries listed on the signature pages thereto or that becomes a party thereto pursuant to Section 8.14 thereof, and Morgan Stanley Senior Funding, Inc., as collateral agent (together with all amendments, supplements and modifications, if any, from time to time thereafter made thereto, including Supplement No. 1, the “Security Agreement”);

WHEREAS, pursuant to the Security Agreement, the Borrower and certain Subsidiaries party thereto have executed a Grant of Security Interest in Trademark Rights, dated as of April 28, 2015, in favor of the Agent for the benefit of the Secured Parties; and

WHEREAS, pursuant to the Security Agreement, the Grantor has granted to the Agent, for the benefit of the Secured Parties, a lien on and security interest in, all of its right, title and interest in, to and under certain Intellectual Property, including the Trademarks, that is not Excluded Property;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to induce the Lenders to make loans to the Borrower and to induce one or more Lenders or Affiliates of Lenders to enter into Secured Cash Management Agreements with Holdings and/or its Restricted Subsidiaries or Secured Hedge Agreements with the Borrower and/or its Restricted Subsidiaries, the Grantor agrees, for the benefit of the Agent and the Secured Parties, as follows:

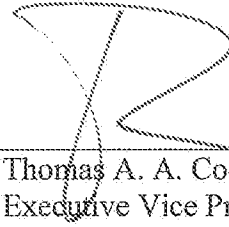
1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Security Agreement.
2. Grant of Security Interest. The Grantor hereby grants a lien on and security interest in all of the Grantor's right, title and interest in, to and under the Trademarks that are not Excluded Property (including, without limitation, those items listed on Schedule A hereto), including the goodwill associated with such Trademarks and the right to receive all Proceeds therefrom (collectively, the "Collateral"), to the Agent for the benefit of the Secured Parties as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity or by acceleration) of the Obligations; provided that, applications in the United States Patent and Trademark Office to register trademarks or service marks on the basis of a Grantor's "intent to use" such trademarks or service marks will not be deemed to be Collateral unless and until an amendment to allege use or a statement of use has been filed and accepted by the United States Patent and Trademark Office, whereupon such application shall be automatically subject to the security interest granted herein and deemed to be included in the Collateral.
3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Secured Parties in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.
4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern. In the event of any conflict between the terms of this Agreement and the terms of the Credit Agreement, the terms of the Credit Agreement shall govern.
5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original. Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission shall be as effective as delivery of a manually signed counterpart of this Agreement.
6. Governing Law: This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

[Signature pages follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.


CALSTAR AIR MEDICAL SERVICES LLC,
as Grantor

By:



Name: Thomas A. A. Cook
Title: Executive Vice President,
General Counsel, Chief Compliance
Officer and Secretary

MORGAN STANLEY SENIOR FUNDING, INC.,
as the Agent

By: 
Name: Nehal Abdel Hakim
Title: AUTHORIZED SIGNATORY

{Term Loan Trademark Security Agreement}

TRADEMARK
REEL: 006110 FRAME: 0481

SCHEDULE A

U.S. Trademark Registrations and Applications

Registered Owner/ Grantor	Registration / Application Number	Trademark
CALSTAR AIR MEDICAL SERVICES LLC	4542643/ 86065982	CALSTAR
CALSTAR AIR MEDICAL SERVICES LLC	4546838/ 86065995	C CALSTAR [and design]
CALSTAR AIR MEDICAL SERVICES LLC	4546839/ 86066006	ALL ACCESS TRANSFER CENTER [and design]
CALSTAR AIR MEDICAL SERVICES LLC	4711719/ 86356571	ALL ACCESS TRANSFER CENTER