

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM466593

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (ABL)

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
TRANSPLANT TRANSPORTATION SERVICES, INC.		03/14/2018	Corporation: CALIFORNIA
ACCESS 2 CARE, LLC		03/12/2018	Corporation: MISSOURI
AMERICAN MEDICAL RESPONSE, INC.		03/14/2018	Corporation: DELAWARE
GLOBAL MEDICAL RESPONSE, INC.		03/14/2018	Corporation: DELAWARE
LIFE GUARD INTERNATIONAL INC.		03/14/2018	Corporation: NEVADA
MEDICWEST AMBULANCE, INC.		03/14/2018	Corporation: NEVADA
R/M MANAGEMENT CO., INC.		03/14/2018	Corporation: ARIZONA

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: 45

Property Type	Number	Word Mark
Registration Number:	4078433	ACCESS2CARE
Registration Number:	2193012	AMR
Registration Number:	2193013	AMERICAN MEDICAL RESPONSE
Registration Number:	2429030	AMR
Registration Number:	3226157	NATIONAL COLLEGE OF TECHNICAL INSTRUCTIO
Registration Number:	4681329	SAFETY JAM
Registration Number:	4793928	POWERED BY AMR
Registration Number:	4793929	POWERED BY AMR
Registration Number:	4796192	NCTI

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	87545323	AMR AMERICAN MEDICAL RESPONSE
Serial Number:	87545340	AMR AMERICAN MEDICAL RESPONSE
Registration Number:	3483256	GMR GLOBAL MEDICAL RESPONSE
Registration Number:	3483257	GMR GLOBAL MEDICAL RESPONSE
Serial Number:	87631698	GMR
Serial Number:	87631693	GMR
Serial Number:	87631599	GMR
Serial Number:	87631722	GMR GLOBAL MEDICAL RESPONSE
Serial Number:	87631717	GMR GLOBAL MEDICAL RESPONSE
Serial Number:	87631714	GMR GLOBAL MEDICAL RESPONSE
Serial Number:	87631707	GLOBAL MEDICAL RESPONSE
Serial Number:	87631700	GLOBAL MEDICAL RESPONSE
Serial Number:	87631708	GLOBAL MEDICAL RESPONSE
Registration Number:	4326184	FLYING ICU
Registration Number:	3211928	MEDICWEST
Registration Number:	3216515	MEDICWEST
Registration Number:	3225904	MEDICWEST
Registration Number:	2090501	RURAL/METRO
Registration Number:	2228102	PRIDEMARK PARAMEDIC SERVICES, L.L.C.
Registration Number:	2319022	PRIDEMARK
Registration Number:	2323875	PRIDEMARK
Registration Number:	2758901	KIDZULANCE
Registration Number:	2775781	SW+
Registration Number:	2829946	SOUTHWEST AMBULANCE
Registration Number:	2830121	R/M
Registration Number:	2956911	
Registration Number:	4183351	PACIFIC AMBULANCE
Registration Number:	4281642	BOWERS AMBULANCE
Registration Number:	4287787	PACIFIC AMBULANCE A RURAL/METRO COMPANY
Registration Number:	4315620	PP PRIDEMARK PARAMEDIC SERVICES A RURAL/
Registration Number:	4366750	BOWERS AMBULANCE A RURAL/METRO COMPANY
Registration Number:	4667045	
Registration Number:	4667047	
Registration Number:	4674872	RURAL/METRO
Registration Number:	4674874	RURAL/METRO FIRE DEPT.
Registration Number:	3948743	DONORLOGIC

CORRESPONDENCE DATA

Fax Number: 6508385109

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: 650-838-3743

Email: JLIK@SHEARMAN.COM

Correspondent Name: MARC ELZWEIG

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:	40208/6
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NAME OF SUBMITTER:	MARC ELZWEIG
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SIGNATURE:	/MARC ELZWEIG/
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DATE SIGNED:	03/21/2018
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Total Attachments: 7

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GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (this “Agreement”), dated as of March 14, 2018, is made by each of the Subsidiaries of the Borrower (as defined below) listed on the signature pages hereto (each such entity being a “Grantor” and, collectively, the “Grantors”), in favor of Bank of America, N.A., as collateral agent (in such capacity, the “Agent”) in connection with that certain ABL 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., as holdings (“Holdings”), Air Medical Group Holdings, Inc. (the “Borrower”), the Lenders from time to time party thereto and Bank of America, N.A., 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, each Grantor has executed and delivered Supplement No. 3 dated as of March 14, 2018 (“Supplement No. 3”), to that certain ABL Security Agreement, dated as of April 28, 2015, among Holdings, 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 Bank of America, N.A., as collateral agent (together with all amendments, supplements and modifications, if any, from time to time thereafter made thereto, including Supplement No. 3, 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;

WHEREAS, pursuant to the Security Agreement, CALSTAR Air Medical Services LLC has executed a Grant of Security Interest in Trademark Rights, dated as of July 19, 2017, in favor of the Agent for the benefit of the Secured Parties; and

WHEREAS, pursuant to the Security Agreement, each 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, each 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. Each Grantor hereby grants a lien on and security interest in all of such 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 each 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. Each 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.

**TRANSPLANT TRANSPORTATION
SERVICES, INC.**

as Grantor

By:



Name: Thomas A.A. Cook
Title: Executive Vice President, General
Counsel & Secretary

**ACCESS 2 CARE, LLC
AMERICAN MEDICAL RESPONSE, INC.
GLOBAL MEDICAL RESPONSE, INC.
LIFE GUARD INTERNATIONAL INC.
MEDICWEST AMBULANCE, INC.
R/M MANAGEMENT CO., INC.,**
each as a Grantor

By:



Name: Timothy J. Dorn

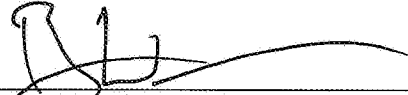
Title: Chief Financial Officer and Chief
Operating Officer

[Signature Page to ABL Trademark Security Agreement]

**TRADEMARK
REEL: 006297 FRAME: 0408**

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

By:



Name: Brandon Watkins
Title: Senior Vice President

SCHEDULE A

U.S. Trademark Registrations and Applications

Registered Owner/ Grantor	Registration / Application Number	Trademark
Access 2 Care, LLC	4078433	ACCESS2CARE
American Medical Response, Inc.	2193012	AMR
American Medical Response, Inc.	2193013	AMERICAN MEDICAL RESPONSE
American Medical Response, Inc.	2429030	AMR
American Medical Response, Inc.	3226157	NATIONAL COLLEGE OF TECHNICAL INSTRUCTION
American Medical Response, Inc.	4681329	SAFETY JAM
American Medical Response, Inc.	4793928	POWERED BY AMR
American Medical Response, Inc.	4793929	POWERED BY AMR
American Medical Response, Inc.	4796192	NCTI & design
American Medical Response, Inc.	87/545323	AMR AMERICAN MEDICAL RESPONSE & design
American Medical Response, Inc.	87/545340	AMR AMERICAN MEDICAL RESPONSE & design
Global Medical Response, Inc.	3483256	GMR GLOBAL MEDICAL RESPONSE
Global Medical Response, Inc.	3483257	GMR GLOBAL MEDICAL RESPONSE
Global Medical Response, Inc.	87/631698	GMR
Global Medical Response, Inc.	87/631693	GMR
Global Medical Response, Inc.	87/631599	GMR
Global Medical Response, Inc.	87/631722	GMR GLOBAL MEDICAL RESPONSE & design
Global Medical Response, Inc.	87/631717	GMR GLOBAL MEDICAL RESPONSE & design
Global Medical Response, Inc.	87/631714	GMR GLOBAL MEDICAL RESPONSE & design
Global Medical Response, Inc.	87/631707	GLOBAL MEDICAL RESPONSE
Global Medical Response, Inc.	87/631700	GLOBAL MEDICAL RESPONSE
Global Medical Response, Inc.	87/631708	GLOBAL MEDICAL RESPONSE
Life Guard International, Inc. AKA Flying ICU	4326184	FLYING ICU
MedicWest Ambulance, Inc.	3211928	MEDICWEST

Registered Owner/ Grantor	Registration / Application Number	Trademark
MedicWest Ambulance, Inc.	3216515	MEDICWEST
MedicWest Ambulance, Inc.	3225904	MEDICWEST
R/M Management Co., Inc.	2090501	RURAL/METRO
R/M Management Co., Inc.	2228102	PRIDEMARK PARAMEDIC SERVICES, L.L.C. & design
R/M Management Co., Inc.	2319022	PRIDEMARK
R/M Management Co., Inc.	2323875	PRIDEMARK
R/M Management Co., Inc.	2758901	KIDZULANCE
R/M Management Co., Inc.	2775781	SW+ & design
R/M Management Co., Inc.	2829946	SOUTHWEST AMBULANCE
R/M Management Co., Inc.	2830121	R/M & design
R/M Management Co., Inc.	2956911	[Design Only]
R/M Management Co., Inc.	4183351	PACIFIC AMBULANCE
R/M Management Co., Inc.	4281642	BOWERS AMBULANCE
R/M Management Co., Inc.	4287787	PACIFIC AMBULANCE A RURAL/METRO COMPANY & design
R/M Management Co., Inc.	4315620	PP PRIDEMARK PARAMEDIC SERVICES A RURAL/METRO COMPANY & design
R/M Management Co., Inc.	4366750	BOWERS AMBULANCE A RURAL/METRO COMPANY
R/M Management Co., Inc.	4667045	[Design Only]
R/M Management Co., Inc.	4667047	[Design Only]
R/M Management Co., Inc.	4674872	RURAL/METRO
R/M Management Co., Inc.	4674874	RURAL/METRO FIRE DEPT.
Transplant Transportation Services, Inc.	3948743	DONORLOGIC