

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TM1247581

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Global Medical Response, Inc.		05/20/2024	Corporation: DELAWARE
GMR Event Services LLC		05/20/2024	Limited Liability Company: DELAWARE
Vital Enterprises, Inc.		05/20/2024	Corporation: MASSACHUSETTS
Gold Cross Ambulance Services, Inc.		05/20/2024	Corporation: DELAWARE
RECEIVING PARTY DATA			
Company 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: DELAWARE		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Serial Number:	97470954	MED-TRANS	
Serial Number:	98466530	RAMPART	
Registration Number:	7239443	GUARDIAN FLIGHT	
Registration Number:	7239444	GUARDIAN FLIGHT	
Registration Number:	7150880	PROVIDING CARE TO THE WORLD AT A MOMENT'S NOTICE	
Registration Number:	7149066	TRANSPLANT TRANSPORTATION SERVICES	
Registration Number:	6558906	TOMORROW WALL	
Registration Number:	4928349	CROWDRX	
Registration Number:	4221050	LIFE ENERGY ARTS	
Registration Number:	5097651	T-E-A-M CPR & AED	
Registration Number:	3523694	T-E-A-M CPR AND AED	
CORRESPONDENCE DATA			
Fax Number:	3129939767		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>			
TRADEMARK			

OP \$290.00.00 97470954

using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 3128767700
Email: thomas.buettner@lw.com
Correspondent Name: Thomas J. Buettner
Address Line 1: Latham & Watkins LLP
Address Line 2: 330 North Wabash Avenue, Suite 2800
Address Line 4: Chicago, ILLINOIS 60611

ATTORNEY DOCKET NUMBER:	049268-0367
--------------------------------	-------------

NAME OF SUBMITTER:	Thomas Buettner
---------------------------	-----------------

SIGNATURE:	Thomas Buettner
-------------------	-----------------

DATE SIGNED:	08/20/2024
---------------------	------------

Total Attachments: 5

source=GMR - ABL Trademark IPSA (May 2024) Executed(150852722.4)#page1.tiff

source=GMR - ABL Trademark IPSA (May 2024) Executed(150852722.4)#page2.tiff

source=GMR - ABL Trademark IPSA (May 2024) Executed(150852722.4)#page3.tiff

source=GMR - ABL Trademark IPSA (May 2024) Executed(150852722.4)#page4.tiff

source=GMR - ABL Trademark IPSA (May 2024) Executed(150852722.4)#page5.tiff

GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (this “Agreement”), dated as of May 20, 2024, is made by Global Medical Response, Inc., a Delaware corporation, GMR Event Services LLC, a Delaware limited liability company, Vital Enterprises, Inc., a Massachusetts corporation, and Gold Cross Ambulance Services, Inc., a Delaware corporation, (each, 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 Second Amended and Restated ABL Credit Agreement, dated as of May 16, 2022 (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among GMR Intermediate Corp., a Delaware corporation (“Holdings”), Global Medical Response, Inc. (the “Borrower”), the Lenders from time to time party thereto and Bank of America, N.A., as administrative agent and collateral 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, the Letter of Credit Issuers have agreed to issue Letters of Credit for the account of the Borrower and the Swingline Lender has agreed to extend credit to the Borrower in the form of Swingline Loans, all upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, each Grantor and any Subsidiaries that become a party thereto, have executed and delivered an ABL Security Agreement, dated as of April 28, 2015 in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the “Security Agreement”);

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; and

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, the Letter of Credit Issuers to issue their respective Letters of Credit and the Swingline Lender to extend Swingline 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 each 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, by acceleration or otherwise) of the Obligations; provided that, applications in the United States Patent and Trademark Office to register trademarks or service marks on the basis of each 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.

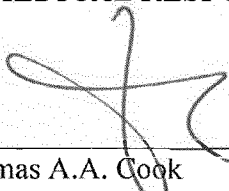
5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

6. Governing Law: This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

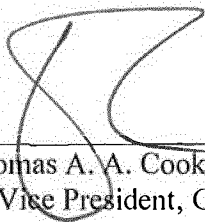
[Signature pages follow]

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.

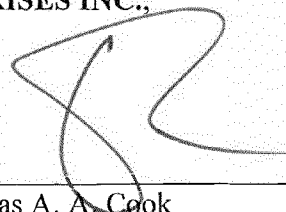
GLOBAL MEDICAL RESPONSE, INC.,
as Grantor

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

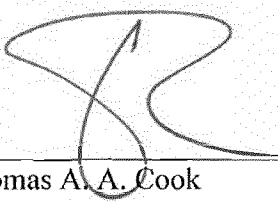
GMR EVENT SERVICES LLC,
as Grantor

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

VITAL ENTERPRISES INC.,
as Grantor

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

GOLD CROSS AMBULANCE SERVICES, INC.,
as Grantor

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

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

By: T.S.P.
Name: Tanner Pump
Title: Senior Vice President



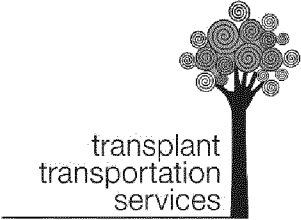
[Signature Page for the Grant of Security Interest in Trademark Rights]

TRADEMARK
REEL: 008553 FRAME: 0811

SCHEDULE A

U.S. Trademark Registrations and Applications

For Trademarks:

Registered Owner/ Grantor	Registration / (Application Number)	Trademark
Global Medical Response, Inc.	7239443	GUARDIAN FLIGHT
Global Medical Response, Inc.	7239444	
Global Medical Response, Inc.	97470954	
Global Medical Response, Inc.	7150880	PROVIDING CARE TO THE WORLD AT A MOMENT'S NOTICE
Global Medical Response, Inc.	98466530	RAMPART
Global Medical Response, Inc.	7149066	
Global Medical Response, Inc.	6558906	TOMORROW WALL
GMR Event Services, LLC	4928349	CROWDRX
Vital Enterprises Inc.	4221050	LIFE ENERGY ARTS
Gold Cross Ambulance Services, Inc	5097651	T-E-A-M CPR & AED
Gold Cross Ambulance Services, Inc	3523694	T-E-A-M CPR AND AED