

10-01-2003

Form PTO-1594
(Rev. 03/01)
OMB No. 0651-0027 (exp. 5/31/2002)

RE



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

102563601

Tab settings

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

1. Name of conveying party(ies):

Laidlaw Investments Ltd. (as predecessor to Laidlaw International, Inc.)

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

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

Execution Date: June 19, 2003

2. Name and Address of receiving party(ies)

Name: Citicorp North America, Inc.

Internal
Address: Suite 200

Street Address: 2 Penns Way

City: New Castle State: DE Zip: 19720

- 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)

76/218,084

B. Trademark Registration No.(s)

See Attached

Additional number(s) attached Yes No

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

Name: Intellectual Property Docketing

Internal Address: SHEARMAN & STERLING LLP

Street Address: 599 Lexington Avenue

City: New York State: NY Zip: 10022

6. Total number of applications and registrations involved:

7. Total fee (37 CFR 3.41)..... \$ 315.00

- Enclosed
- Authorized to be charged to deposit account

8. If check is missing or otherwise insufficient, charge deposit account number:

50-0324

(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.

Chad M. Yohn
Name of Person Signing

Signature

September 19, 2003
Date

Total number of pages including cover sheet, attachments, and document: 47

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

RECEIVED
SEP 29 AM 8:02
OPR/FINANCE

09/30/2003 DRYRNE 00000055 76218084
01 FC:0521
02 FC:0522

Continuation of Trademark Recordation Form Cover Sheet

Continuation of Box 1:

2. Name of conveying party(ies):

A1 Leasing, Inc.

- Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State

3. Name of conveying party(ies):

Adam Transportation Service, Inc.

- Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State

4. Name of conveying party(ies):

Allied Bus Sales, Inc.

- Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State

5. Name of conveying party(ies):

Ambulance Acquisition, Inc.

- Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State

6. Name of conveying party(ies):

American Emergency Physicians Management, Inc.

- Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State

7. Name of conveying party(ies):

American Investment Enterprises, Inc.

- Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State

8. Name of conveying party(ies):

American Medical Pathways, Inc.

- Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State

9. Name of conveying party(ies):

American Medical Response Delaware Valley, LLC

- Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State
 Other Limited liability company

10. Name of conveying party(ies):

American Medical Response Holdings, Inc.

- Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State

11. Name of conveying party(ies):

American Medical Response Management, Inc.

- Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State

12. Name of conveying party(ies):

American Medical Response Mid-Atlantic, Inc.

- Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State

13. Name of conveying party(ies):

American Medical Response Northwest, Inc.

- Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State

14. Name of conveying party(ies):

American Medical Response of Colorado, Inc.

- Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State

15. Name of conveying party(ies):

American Medical Response of Connecticut, Incorporated

- Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State

16. Name of conveying party(ies):

American Medical Response of Georgia, Inc.

- Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State

17. Name of conveying party(ies):

American Medical Response of Illinois, Inc.

- Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State

18. Name of conveying party(ies):

American Medical Response of Inland Empire

- Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State

19. Name of conveying party(ies):

American Medical Response of Massachusetts, Inc.

- Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State

20. Name of conveying party(ies):

American Medical Response of North Carolina, Inc.

- Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State

21. Name of conveying party(ies):

American Medical Response of Oklahoma, Inc.

- Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State

22. Name of conveying party(ies):

American Medical Response of South Carolina, Inc.

- Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State

23. Name of conveying party(ies):

American Medical Response of Southern California

- Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State

24. Name of conveying party(ies):

American Medical Response of Tennessee, Inc.

- Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State

25. Name of conveying party(ies):

American Medical Response of Texas, Inc.

- Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State

26. Name of conveying party(ies):

American Medical Response West

- Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State

27. Name of conveying party(ies):

American Medical Response, Inc.

- Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State

28. Name of conveying party(ies):

AMR Brockton, L.L.C.

- Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State
 Other Limited liability company

29. Name of conveying party(ies):

Associated Ambulance Service Inc.

- Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State

30. Name of conveying party(ies):

Atlantic Ambulance Services Acquisition, Inc.

- Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State

31. Name of conveying party(ies):

Atlantic/Key West Ambulance, Inc.

- Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State

32. Name of conveying party(ies):

Atlantic/Palm Beach Ambulance, Inc.

- Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State

33. Name of conveying party(ies):

Broward Ambulance, Inc.

- Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State

34. Name of conveying party(ies):

Charles T. Mitchell, Inc.

- Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State

35. Name of conveying party(ies):

Chatham Coach Lines, Inc.

- Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State

36. Name of conveying party(ies):

Concorde Adjusters, Inc.

- Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State

37. Name of conveying party(ies):

Coordinated Health Services, Inc.

- Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State

38. Name of conveying party(ies):

Desert Valley Medical Transport, Inc.

- Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State

39. Name of conveying party(ies):

Ecep, Inc.

- Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State

40. Name of conveying party(ies):

Emcare Anesthesia Services, Inc.

- Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State

41. Name of conveying party(ies):

Emcare Contract of Arkansas, Inc.

- Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State

42. Name of conveying party(ies):

Emcare Holdings Inc.

- Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State

43. Name of conveying party(ies):

Emcare of Alabama, Inc.

- | | |
|---|--|
| <input type="checkbox"/> Individual(s) | <input type="checkbox"/> Association |
| <input type="checkbox"/> General Partnership | <input type="checkbox"/> Limited Partnership |
| <input checked="" type="checkbox"/> Corporation-State | |

44. Name of conveying party(ies):

Emcare of Arizona, Inc.

- | | |
|---|--|
| <input type="checkbox"/> Individual(s) | <input type="checkbox"/> Association |
| <input type="checkbox"/> General Partnership | <input type="checkbox"/> Limited Partnership |
| <input checked="" type="checkbox"/> Corporation-State | |

45. Name of conveying party(ies):

Emcare of California, Inc.

- | | |
|---|--|
| <input type="checkbox"/> Individual(s) | <input type="checkbox"/> Association |
| <input type="checkbox"/> General Partnership | <input type="checkbox"/> Limited Partnership |
| <input checked="" type="checkbox"/> Corporation-State | |

46. Name of conveying party(ies):

Emcare of Colorado, Inc.

- | | |
|---|--|
| <input type="checkbox"/> Individual(s) | <input type="checkbox"/> Association |
| <input type="checkbox"/> General Partnership | <input type="checkbox"/> Limited Partnership |
| <input checked="" type="checkbox"/> Corporation-State | |

47. Name of conveying party(ies):

Emcare of Connecticut, Inc.

- | | |
|---|--|
| <input type="checkbox"/> Individual(s) | <input type="checkbox"/> Association |
| <input type="checkbox"/> General Partnership | <input type="checkbox"/> Limited Partnership |
| <input checked="" type="checkbox"/> Corporation-State | |

48. Name of conveying party(ies):

Emcare of Florida, Inc.

- | | |
|---|--|
| <input type="checkbox"/> Individual(s) | <input type="checkbox"/> Association |
| <input type="checkbox"/> General Partnership | <input type="checkbox"/> Limited Partnership |
| <input checked="" type="checkbox"/> Corporation-State | |

49. Name of conveying party(ies):

Emcare of Georgia, Inc.

- | | |
|---|--|
| <input type="checkbox"/> Individual(s) | <input type="checkbox"/> Association |
| <input type="checkbox"/> General Partnership | <input type="checkbox"/> Limited Partnership |
| <input checked="" type="checkbox"/> Corporation-State | |

50. Name of conveying party(ies):

Emcare of Hawaii, Inc.

- Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State

51. Name of conveying party(ies):

Emcare of Indiana, Inc.

- Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State

52. Name of conveying party(ies):

Emcare of Iowa, Inc.

- Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State

53. Name of conveying party(ies):

Emcare of Kentucky, Inc.

- Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State

54. Name of conveying party(ies):

Emcare of Louisiana, Inc.

- Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State

55. Name of conveying party(ies):

Emcare of Maryland, LLC

- Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State
 Other Limited liability company

56. Name of conveying party(ies):

Emcare of Michigan, Inc.

- Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State

57. Name of conveying party(ies):

Emcare of Minnesota, Inc.

- Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State

58. Name of conveying party(ies):

Emcare of Mississippi, Inc.

- Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State

59. Name of conveying party(ies):

Emcare of Missouri, Inc.

- Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State

60. Name of conveying party(ies):

Emcare of Nevada, Inc.

- Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State

61. Name of conveying party(ies):

Emcare of New Hampshire, Inc.

- Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State

62. Name of conveying party(ies):

Emcare of New Jersey, Inc.

- Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State

63. Name of conveying party(ies):

Emcare of New Mexico, Inc.

- Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State

64. Name of conveying party(ies):

Emcare of New York, Inc.

- | | |
|---|--|
| <input type="checkbox"/> Individual(s) | <input type="checkbox"/> Association |
| <input type="checkbox"/> General Partnership | <input type="checkbox"/> Limited Partnership |
| <input checked="" type="checkbox"/> Corporation-State | |

65. Name of conveying party(ies):

Emcare of North Carolina, Inc.

- | | |
|---|--|
| <input type="checkbox"/> Individual(s) | <input type="checkbox"/> Association |
| <input type="checkbox"/> General Partnership | <input type="checkbox"/> Limited Partnership |
| <input checked="" type="checkbox"/> Corporation-State | |

66. Name of conveying party(ies):

Emcare of North Dakota, Inc.

- | | |
|---|--|
| <input type="checkbox"/> Individual(s) | <input type="checkbox"/> Association |
| <input type="checkbox"/> General Partnership | <input type="checkbox"/> Limited Partnership |
| <input checked="" type="checkbox"/> Corporation-State | |

67. Name of conveying party(ies):

Emcare of Ohio, Inc.

- | | |
|---|--|
| <input type="checkbox"/> Individual(s) | <input type="checkbox"/> Association |
| <input type="checkbox"/> General Partnership | <input type="checkbox"/> Limited Partnership |
| <input checked="" type="checkbox"/> Corporation-State | |

68. Name of conveying party(ies):

Emcare of Oklahoma, Inc.

- | | |
|---|--|
| <input type="checkbox"/> Individual(s) | <input type="checkbox"/> Association |
| <input type="checkbox"/> General Partnership | <input type="checkbox"/> Limited Partnership |
| <input checked="" type="checkbox"/> Corporation-State | |

69. Name of conveying party(ies):

Emcare of Oregon, Inc.

- | | |
|---|--|
| <input type="checkbox"/> Individual(s) | <input type="checkbox"/> Association |
| <input type="checkbox"/> General Partnership | <input type="checkbox"/> Limited Partnership |
| <input checked="" type="checkbox"/> Corporation-State | |

70. Name of conveying party(ies):

Emcare of Pennsylvania, Inc.

- | | |
|---|--|
| <input type="checkbox"/> Individual(s) | <input type="checkbox"/> Association |
| <input type="checkbox"/> General Partnership | <input type="checkbox"/> Limited Partnership |
| <input checked="" type="checkbox"/> Corporation-State | |

71. Name of conveying party(ies):

Emcare of Rhode Island, Inc.

- | | |
|---|--|
| <input type="checkbox"/> Individual(s) | <input type="checkbox"/> Association |
| <input type="checkbox"/> General Partnership | <input type="checkbox"/> Limited Partnership |
| <input checked="" type="checkbox"/> Corporation-State | |

72. Name of conveying party(ies):

Emcare of South Carolina, Inc.

- | | |
|---|--|
| <input type="checkbox"/> Individual(s) | <input type="checkbox"/> Association |
| <input type="checkbox"/> General Partnership | <input type="checkbox"/> Limited Partnership |
| <input checked="" type="checkbox"/> Corporation-State | |

73. Name of conveying party(ies):

Emcare of Tennessee, Inc.

- | | |
|---|--|
| <input type="checkbox"/> Individual(s) | <input type="checkbox"/> Association |
| <input type="checkbox"/> General Partnership | <input type="checkbox"/> Limited Partnership |
| <input checked="" type="checkbox"/> Corporation-State | |

74. Name of conveying party(ies):

Emcare of Texas, Inc.

- | | |
|---|--|
| <input type="checkbox"/> Individual(s) | <input type="checkbox"/> Association |
| <input type="checkbox"/> General Partnership | <input type="checkbox"/> Limited Partnership |
| <input checked="" type="checkbox"/> Corporation-State | |

75. Name of conveying party(ies):

Emcare of Vermont, Inc.

- | | |
|---|--|
| <input type="checkbox"/> Individual(s) | <input type="checkbox"/> Association |
| <input type="checkbox"/> General Partnership | <input type="checkbox"/> Limited Partnership |
| <input checked="" type="checkbox"/> Corporation-State | |

76. Name of conveying party(ies):

Emcare of Virginia, Inc.

- | | |
|---|--|
| <input type="checkbox"/> Individual(s) | <input type="checkbox"/> Association |
| <input type="checkbox"/> General Partnership | <input type="checkbox"/> Limited Partnership |
| <input checked="" type="checkbox"/> Corporation-State | |

77. Name of conveying party(ies):

Emcare of Washington, Inc.

- | | |
|---|--|
| <input type="checkbox"/> Individual(s) | <input type="checkbox"/> Association |
| <input type="checkbox"/> General Partnership | <input type="checkbox"/> Limited Partnership |
| <input checked="" type="checkbox"/> Corporation-State | |

78. Name of conveying party(ies):

Emcare of West Virginia, Inc.

- Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State

79. Name of conveying party(ies):

Emcare of Wisconsin, Inc.

- Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State

80. Name of conveying party(ies):

Emcare Physician Providers, Inc.

- Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State

81. Name of conveying party(ies):

Emcare Physician Services, Inc.

- Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State

82. Name of conveying party(ies):

Emcare Services of Illinois, Inc.

- Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State

83. Name of conveying party(ies):

Emcare Services of Massachusetts, Inc.

- Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State

84. Name of conveying party(ies):

Emcare, Inc.

- Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State

85. Name of conveying party(ies):

Em-Code Reimbursement Solutions, Inc.

- Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State

86 Name of conveying party(ies):

Emergency Medicine Education Systems, Inc.

- Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State

87. Name of conveying party(ies):

Emergency Specialists of Arkansas, Inc. II

- Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State

88. Name of conveying party(ies):

First Medical/Emcare Inc.

- Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State

89. Name of conveying party(ies):

Five Counties Ambulance Service, Inc.

- Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State

90. Name of conveying party(ies):

Florida Emergency Partners, Inc.

- Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State

91. Name of conveying party(ies):

Fountain Ambulance Service, Inc.

- Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State

92. Name of conveying party(ies):

Gieger Transfer Service, Inc.

- Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State

93. Name of conveying party(ies):

Golden Gate Associates

- Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State

94. Name of conveying party(ies):

Hank's Acquisition Corp.

- Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State

95. Name of conveying party(ies):

Healthcare Administrative Services, Inc.

- Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State

96. Name of conveying party(ies):

Helix Physicians Management, Inc.

- Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State

97. Name of conveying party(ies):

Hemet Valley Ambulance Service, Inc.

- Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State

98. Name of conveying party(ies):

International Life Support, Inc.

- Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State

99. Name of conveying party(ies):

Kutz Ambulance Service, Inc.

- Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State

100. Name of conveying party(ies):

Laidlaw International Finance Corporation, Inc.

- Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State

101. Name of conveying party(ies):

Laidlaw Medical Holdings, Inc.

- Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State

102. Name of conveying party(ies):

Laidlaw Medial Transportation, Inc.

- Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State

103. Name of conveying party(ies):

Laidlaw One, Inc.

- Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State

104. Name of conveying party(ies):

Laidlaw Transit Holdings, Inc.

- Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State

108. Name of conveying party(ies):

Laidlaw Transit Management Company, Inc.

- Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State

106. Name of conveying party(ies):

Laidlaw Transit Services, Inc.

- Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State

107. Name of conveying party(ies):

Laidlaw Transit, Inc.

- Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State

108. Name of conveying party(ies):

Laidlaw Transportation Holdings, Inc.

- Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State

109. Name of conveying party(ies):

Laidlaw Transportation Management Inc.

- Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State

110. Name of conveying party(ies):

Laidlaw Transportation, Inc.

- Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State

111. Name of conveying party(ies):

Laidlaw Two, Inc.

- Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State

112. Name of conveying party(ies):

Laidlaw USA, Inc.

- Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State

113. Name of conveying party(ies):

Lifecare Ambulance Service, Inc.

- Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State

114. Name of conveying party(ies):

Lifefleet Southeast, Inc.

- Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State

115. Name of conveying party(ies):

Linc Transportation, LLC

- Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State

116. Name of conveying party(ies):

Medevac Medical Response, Inc.

- Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State

117. Name of conveying party(ies):

Medevac Midamerica, Inc.

- Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State

118. Name of conveying party(ies):

Medic One Ambulance Services, Inc.

- Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State

119. Name of conveying party(ies):

Medic One of Cobb, Inc.

- Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State

120. Name of conveying party(ies):

Medi-Car Ambulance Service, Inc.

- Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State

121. Name of conveying party(ies):

Medi-Car Systems, Inc.

- Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State

122. Name of conveying party(ies):

Medlife Emergency Medical Service, Inc.

- Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State

123. Name of conveying party(ies):

Mercy Ambulance of Evansville, Inc.

- Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State

124. Name of conveying party(ies):

Mercy Life Care

- Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State

125. Name of conveying party(ies):

Mercy, Inc.

- Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State

126. Name of conveying party(ies):

Metro Ambulance Service (Rural), Inc.

- Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State

127. Name of conveying party(ies):

Metro Ambulance Service, Inc.

- Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State

128. Name of conveying party(ies):

Metro Ambulance Services, Inc.

- Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State

129. Name of conveying party(ies):

Metropolitan Ambulance Service

- Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State

130. Name of conveying party(ies):

Midwest Ambulance Management Company

- Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State

131. Name of conveying party(ies):

Mobile Medic Ambulance Service, Inc.

- Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State

132. Name of conveying party(ies):

Norman Bruce Jetton, Inc.

- Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State

133. Name of conveying party(ies):

Old Stat, Inc.

- Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State

134. Name of conveying party(ies):

Pacific Emergency Specialists Management, Inc.

- Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State

135. Name of conveying party(ies):

Paramed, Inc.

- Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State

136. Name of conveying party(ies):

Park Ambulance Service Inc.

- Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State

137. Name of conveying party(ies):

Physician Account Management, Inc.

- Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State

138. Name of conveying party(ies):

Physicians & Surgeons Ambulance Service, Inc.

- Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State

139. Name of conveying party(ies):

Provider Account Management, Inc.

- Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State

140. Name of conveying party(ies):

Puckett Ambulance Service, Inc.

- Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State

141. Name of conveying party(ies):

Randle Eastern Ambulance Service, Inc.

- Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State

142. Name of conveying party(ies):

Regional Emergency Services, L.P.

- Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State
 Other limited partnership

143. Name of conveying party(ies):

Reimbursement Technologies, Inc.

- Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State

144. Name of conveying party(ies):

S.C. Food Services (U.S.A.), Inc.

- Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State

145. Name of conveying party(ies):

Safe Ride Services, Inc.

- Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State

146. Name of conveying party(ies):

San Francisco Ambulance Service, Inc.

- Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State

147. Name of conveying party(ies):

Seminole County Ambulance, Inc.

- Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State

148. Name of conveying party(ies):

Springs Ambulance Service, Inc.

- Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State

149. Name of conveying party(ies):

Stat Physicians, Inc.

- Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State

150. Name of conveying party(ies):

Sunrise Handicap Transport Corp.

- Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State

151. Name of conveying party(ies):

Sutran, Inc.

- Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State

152. Name of conveying party(ies):

TEK, Inc.

- Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State

153. Name of conveying party(ies):

The Gould Group, Inc.

- Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State

154. Name of conveying party(ies):

Tidewater Ambulance Service, Inc.

- Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State

155. Name of conveying party(ies):

Tifton Management Services, Inc.

- Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State

156. Name of conveying party(ies):

Troup County Emergency Medical Services, Inc.

- Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State

157. Name of conveying party(ies):

Tucker Emergency Services, Inc.

- Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State

158. Name of conveying party(ies):

Van Tran of Tucson, Inc.

- Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State

Continuation of Box 4:

Registration Numbers

1,916,853	2,258,407	2,193,012	1,317,259
1,915,480	2,249,976	2,429,030	2,463,604
2,256,259	2,193,013	2,281,589	

NO ADDITIONAL PAGES

US INTELLECTUAL PROPERTY SECURITY AGREEMENT

This US INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*IP Security Agreement*") dated as of June 19, 2003, is made by the Persons listed on the signature pages hereof (collectively, the "*Grantors*") in favor of Citicorp North America, Inc., as Collateral agent (the "*Collateral Agent*") for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, Laidlaw Investments Ltd., an Ontario corporation as predecessor to Laidlaw International, Inc., a corporation to be organized in the state of Delaware, has entered into a Credit Agreement dated as of June 19, 2003 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*Credit Agreement*"), with the Canadian Borrowers, Citicorp North America, Inc., as Administrative Agent and as Collateral Agent, and the Lender Parties party thereto. Terms defined in the Credit Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement.

WHEREAS, as a condition precedent to the making of Advances and the issuance of Letters of Credit by the Lender Parties under the Credit Agreement and the entry into Secured Hedge Agreements by the Hedge Bank from time to time, each Grantor has executed and delivered that certain Security Agreement dated June 19, 2003 made by the Grantors to the Collateral Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*Security Agreement*").

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this IP Security Agreement for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and other governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to the Collateral Agent for the ratable benefit of the Secured Parties a security interest in all of such Grantor's right, title and interest in and to the following (the "*Collateral*"):

(i) the patents and patent applications set forth in Schedule A hereto (the "*Patents*");

(ii) the trademark and service mark registrations and applications set forth in Schedule B hereto (provided that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under

applicable federal law), together with the goodwill symbolized thereby (the "**Trademarks**");

(iii) all copyrights, whether registered or unregistered, now owned or hereafter acquired by such Grantor, including, without limitation, the copyright registrations and applications and exclusive copyright licenses set forth in Schedule C hereto (the "**Copyrights**");

(iv) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;

(v) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(vi) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing.

SECTION 2. Security for Obligations. The grant of a security interest in, the Collateral by each Grantor under this IP Security Agreement secures the payment of all Obligations of such Grantor now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this IP Security Agreement secures, as to each Grantor, the payment of all amounts that constitute part of the Secured Obligations and that would be owed by such Grantor to any Secured Party under the Loan Documents but for the fact that such Secured Obligations are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving a Loan Party.

SECTION 3. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer record this IP Security Agreement.

SECTION 4. Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth

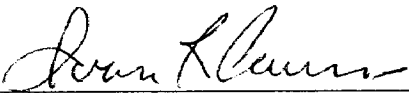
in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

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

[Signatures follow.]

IN WITNESS WHEREOF, each Grantor has caused this Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

LIDLAW INVESTMENTS LTD. (as predecessor
to LIDLAW INTERNATIONAL, INC.)

By: 
Name:
Title:

GRANTORS

A1 LEASING, INC.,
a Florida corporation

ADAM TRANSPORTATION SERVICE, INC.,
a New York corporation

ALLIED BUS SALES, INC.,
an Indiana corporation

AMBULANCE ACQUISITION, INC.,
a Delaware corporation

**AMERICAN EMERGENCY PHYSICIANS
MANAGEMENT, INC.,**
a California corporation

**AMERICAN INVESTMENT ENTERPRISES,
INC.,**
a Nevada corporation

AMERICAN MEDICAL PATHWAYS, INC.,
a Delaware corporation

**AMERICAN MEDICAL RESPONSE
DELAWARE VALLEY, LLC,**
a Delaware limited liability company

**AMERICAN MEDICAL RESPONSE
HOLDINGS, INC.,**
a Delaware corporation

**AMERICAN MEDICAL RESPONSE
MANAGEMENT, INC.,**
a Delaware corporation

**AMERICAN MEDICAL RESPONSE
MID-ATLANTIC, INC.,**
a Pennsylvania corporation

**AMERICAN MEDICAL RESPONSE
NORTHWEST, INC.,**
an Oregon corporation

**AMERICAN MEDICAL RESPONSE OF
COLORADO, INC.,**
a Delaware corporation

**AMERICAN MEDICAL RESPONSE OF
CONNECTICUT, INCORPORATED,**
a Connecticut corporation

**AMERICAN MEDICAL RESPONSE OF
GEORGIA, INC.,**
a Delaware corporation

**AMERICAN MEDICAL RESPONSE OF
ILLINOIS, INC.,**
a Delaware corporation

**AMERICAN MEDICAL RESPONSE OF
INLAND EMPIRE,**
a California corporation

**AMERICAN MEDICAL RESPONSE OF
MASSACHUSETTS, INC.,**
a Massachusetts corporation

**AMERICAN MEDICAL RESPONSE OF
NORTH CAROLINA, INC.,**
a Delaware corporation

**AMERICAN MEDICAL RESPONSE OF
OKLAHOMA, INC.,**
a Delaware corporation

**AMERICAN MEDICAL RESPONSE OF
SOUTH CAROLINA, INC.,**
a Delaware corporation

**AMERICAN MEDICAL RESPONSE OF
SOUTHERN CALIFORNIA,**
a California corporation

**AMERICAN MEDICAL RESPONSE OF
TENNESSEE, INC.,**
a Delaware corporation

**AMERICAN MEDICAL RESPONSE OF
TEXAS, INC.,**
a Delaware corporation

AMERICAN MEDICAL RESPONSE WEST,
a California corporation

AMERICAN MEDICAL RESPONSE, INC.,
a Delaware corporation

AMR BROCKTON, L.L.C.,
a Delaware limited liability company

ASSOCIATED AMBULANCE SERVICE INC.,
a New York corporation

**ATLANTIC AMBULANCE SERVICES
ACQUISITION, INC.,**
a Delaware corporation

ATLANTIC/KEY WEST AMBULANCE, INC.,
a Delaware corporation

**ATLANTIC/PALM BEACH AMBULANCE,
INC.,**
a Delaware corporation

BROWARD AMBULANCE, INC.,
a Delaware corporation

CHARLES T. MITCHELL, INC.,
a Hawaii corporation

CHATHAM COACH LINES, INC.,
a Delaware corporation

CONCORDE ADJUSTERS, INC.,
a Delaware corporation

COORDINATED HEALTH SERVICES, INC.,
a Pennsylvania corporation

**DESERT VALLEY MEDICAL TRANSPORT,
INC.,**

a California corporation

ECEP, INC.,

a Missouri corporation

EMCARE ANESTHESIA SERVICES, INC.,

a Delaware corporation

EMCARE CONTRACT OF ARKANSAS, INC.,

an Arkansas corporation

EMCARE HOLDINGS INC.,

a Delaware corporation

EMCARE OF ALABAMA, INC.,

an Alabama corporation

EMCARE OF ARIZONA, INC.,

an Arizona corporation

EMCARE OF CALIFORNIA, INC.,

a California corporation

EMCARE OF COLORADO, INC.,

a Colorado corporation

EMCARE OF CONNECTICUT, INC.,

a Connecticut corporation

EMCARE OF FLORIDA, INC.,

a Florida corporation

EMCARE OF GEORGIA, INC.,

a Georgia corporation

EMCARE OF HAWAII, INC.,

a Hawaii corporation

EMCARE OF INDIANA, INC.,

an Indiana corporation

EMCARE OF IOWA, INC.,

an Iowa corporation

EMCARE OF KENTUCKY, INC.,
a Kentucky corporation

EMCARE OF LOUISIANA, INC.,
a Louisiana corporation

EMCARE OF MARYLAND, LLC,
a Maryland limited liability company

EMCARE OF MICHIGAN, INC.,
a Michigan corporation

EMCARE OF MINNESOTA, INC.,
a Minnesota corporation

EMCARE OF MISSISSIPPI, INC.,
a Mississippi corporation

EMCARE OF MISSOURI, INC.,
a Missouri corporation

EMCARE OF NEVADA, INC.,
a Nevada corporation

EMCARE OF NEW HAMPSHIRE, INC.,
a New Hampshire corporation

EMCARE OF NEW JERSEY, INC.,
a New Jersey corporation

EMCARE OF NEW MEXICO, INC.,
a New Mexico corporation

EMCARE OF NEW YORK, INC.,
a New York corporation

EMCARE OF NORTH CAROLINA, INC.,
a North Carolina corporation

EMCARE OF NORTH DAKOTA, INC.,
a North Dakota corporation

EMCARE OF OHIO, INC.,
an Ohio corporation

EMCARE OF OKLAHOMA, INC.,
an Oklahoma corporation

EMCARE OF OREGON, INC.,
an Oregon corporation

EMCARE OF PENNSYLVANIA, INC.,
a Pennsylvania corporation

EMCARE OF RHODE ISLAND, INC.,
a Rhode Island corporation

EMCARE OF SOUTH CAROLINA, INC.,
a South Carolina corporation

EMCARE OF TENNESSEE, INC.,
a Tennessee corporation

EMCARE OF TEXAS, INC.,
a Texas corporation

EMCARE OF VERMONT, INC.,
a Vermont corporation

EMCARE OF VIRGINIA, INC.,
a Virginia corporation

EMCARE OF WASHINGTON, INC.,
a Washington corporation

EMCARE OF WEST VIRGINIA, INC.,
a West Virginia corporation

EMCARE OF WISCONSIN, INC.,
a Wisconsin corporation

EMCARE PHYSICIAN PROVIDERS, INC.,
a Missouri corporation

EMCARE PHYSICIAN SERVICES, INC.,
a Delaware corporation

EMCARE SERVICES OF ILLINOIS, INC.,
an Illinois corporation

HELIX PHYSICIANS MANAGEMENT, INC.,
a California corporation

**HEMET VALLEY AMBULANCE SERVICE,
INC.,**
a California corporation

INTERNATIONAL LIFE SUPPORT, INC.,
a Hawaii corporation

KUTZ AMBULANCE SERVICE, INC.,
a Wisconsin corporation

**LIDLAW INTERNATIONAL FINANCE
CORPORATION, INC.,**
a Delaware corporation

LIDLAW MEDICAL HOLDINGS, INC.,
a Delaware corporation

**LIDLAW MEDICAL TRANSPORTATION,
INC.,**
a Delaware corporation

LIDLAW ONE, INC.,
a Delaware corporation

LIDLAW TRANSIT HOLDINGS, INC.,
a Delaware corporation

**LIDLAW TRANSIT MANAGEMENT
COMPANY, INC.,**
a Pennsylvania corporation

LIDLAW TRANSIT SERVICES, INC.,
a Delaware corporation

LIDLAW TRANSIT, INC.,
a Delaware corporation

**LIDLAW TRANSPORTATION HOLDINGS,
INC.,**
a Delaware corporation

**LIDLAW TRANSPORTATION
MANAGEMENT INC.,**
an Ohio corporation

LIDLAW TRANSPORTATION, INC.,
a Delaware corporation

LIDLAW TWO, INC.,
a Delaware corporation

LIDLAW USA, INC.,
a New York corporation

LIFECARE AMBULANCE SERVICE, INC.,
an Illinois corporation

LIFEFLEET SOUTHEAST, INC.,
a Florida corporation

LINC TRANSPORTATION, LLC,
a Delaware corporation

MEDEVAC MEDICAL RESPONSE, INC.,
a Missouri corporation

MEDEVAC MIDAMERICA, INC.,
a Missouri corporation

MEDIC ONE AMBULANCE SERVICES, INC.,
a Delaware corporation

MEDIC ONE OF COBB, INC.,
a Georgia corporation

MEDI-CAR AMBULANCE SERVICE, INC.,
a Florida corporation

MEDI-CAR SYSTEMS, INC.,
a Florida corporation

**MEDLIFE EMERGENCY MEDICAL
SERVICE, INC.,**
an Alabama corporation

**MERCY AMBULANCE OF EVANSVILLE,
INC.,** an Indiana corporation

MERCY LIFE CARE,
a California corporation

MERCY, INC.,
a Nevada corporation

**METRO AMBULANCE SERVICE (RURAL),
INC.,**
a Delaware corporation

METRO AMBULANCE SERVICE, INC.,
a Delaware corporation

METRO AMBULANCE SERVICES, INC.,
a Georgia corporation

METROPOLITAN AMBULANCE SERVICE,
a California corporation

**MIDWEST AMBULANCE MANAGEMENT
COMPANY,**
a Delaware corporation

**MOBILE MEDIC AMBULANCE SERVICE,
INC.,**
a Delaware corporation

NORMAN BRUCE JETTON, INC.,
a California corporation

OLD STAT, INC.,
a Delaware corporation

**PACIFIC EMERGENCY SPECIALISTS
MANAGEMENT, INC.,**
a California corporation

PARAMED, INC.,
a Michigan corporation

PARK AMBULANCE SERVICE INC.,
a New York corporation

**PHYSICIAN ACCOUNT MANAGEMENT,
INC.,** a Florida corporation

TEK, INC.,
an Illinois corporation

THE GOULD GROUP, INC.,
a Texas corporation

TIDEWATER AMBULANCE SERVICE, INC.,
a Virginia corporation

TIFTON MANAGEMENT SERVICES, INC.,
a Georgia corporation

**TROUP COUNTY EMERGENCY MEDICAL
SERVICES, INC.,**
a Georgia corporation

TUCKER EMERGENCY SERVICES, INC.,
a Georgia corporation

VAN TRAN OF TUCSON, INC.,
an Arizona corporation

By: *Sean R. Cairns*
Name:
Title:

SCHEDULE A

PATENTS

NONE

SCHEDULE B**TRADEMARKS**

Owner	Trademark	Reg./App. No.	Reg./App. Date	Country
Laidlaw Medical Transportation, Inc.	MedTrans	1,916,853	9/5/95	USA
Laidlaw Medical Transportation, Inc.	MedTrans	1,915,480	8/29/95	USA
Laidlaw Transit, Inc.	Edliance & Design	76/218,084	3/1/01	USA
Laidlaw Transit, Inc.	Vtrak	2,256,259	6/29/99	USA
Laidlaw Transit, Inc.	Transtrak	2,258,407	7/6/99	USA
American Medical Response, Inc.	American Medical Pathways	2,249,976	6/1/99	USA
American Medical Response, Inc.	American Medical Response	2,193,013	10/6/98	USA
American Medical Response, Inc.	AMR and design	2,193,012	10/6/98	USA
American Medical Response, Inc.	AMR and design	2,429,030	2/20/01	USA
American Medical Response Mid-Atlantic, Inc.	Event Medical Services	2,281,589	9/28/99	USA
EmCare, Inc.	Emcare	1,317,259	1/29/85	USA
EmCare, Inc.	Emcare and design	2,463,604	6/26/01	USA

SCHEDULE C**COPYRIGHTS**

Grantor	Title	Country	Registration No.	Registration Date
American Medical Response Northeast	Transportation services: Field performance standards	USA	TX4383092	9/16/96
American Medical Response, Inc.	MEDS (American Medical Response)	USA	Txu1008380	12/18/01
American Response Northeast	Emergency medical service field performance standards	USA	TX4347806	8/8/96
Laidlaw Medical Transportation, Inc.	Field performance standards: Colorado Version, June 996	USA	TX768097	11/12/96
Laidlaw Transit, Inc.	Crisis and emergency management manual	USA	N/A	N/A
Laidlaw Transit, Inc.	School safety and security program	USA	N/A	N/A
Laidlaw Transit, Inc.	State of Illinois school bus drivers permitting regulations manual	USA	TX4381832	9/23/96