TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
AMERICAN MEDICAL RESPONSE, INC		02/10/2005	CORPORATION: DELAWARE
AMERICAN MEDICAL RESPONSE MID-ATLANTIC, INC.		02/10/2005	CORPORATION: PENNSYLVANIA
EMCARE, INC.		02/10/2005	CORPORATION: DELAWARE
REIMBURSEMENT TECHNOLOGIES, INC.		02/10/2005	CORPORATION:

RECEIVING PARTY DATA

Name:	BANK OF AMERICA, N.A. as Collateral Agent
Street Address:	1455 Market Street
Internal Address:	5th Floor
City:	San Francisco
State/Country:	CALIFORNIA
Postal Code:	94103
Entity Type:	National Banking Association:

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	2281589	EVENT MEDICAL SERVICES
Registration Number:	2249976	AMERICAN MEDICAL PATHWAYS
Registration Number:	2193012	AMR
Registration Number:	2193013	AMERICAN MEDICAL RESPONSE
Registration Number:	2429030	AMR
Registration Number:	1317259	EMCARE
Registration Number:	2463604	EMCARE
Registration Number:	2262484	REIMBURSEMENT TECHNOLOGIES
Registration Number:	1967478	REIMBURSEMENT TECHNOLOGIES

CH $290.00 2281589

Registration Number:	1929345	
Serial Number:	78374871	IMCARE

CORRESPONDENCE DATA

Fax Number: (202)728-0744

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 2027216405

Email: christine.wilson@t-t.com

Correspondent Name: Christine Wilson

Address Line 1: 1750 K Street, NW

Address Line 2: Suite 200

Address Line 4: Washington, DISTRICT OF COLUMBIA 20006

NAME OF SUBMITTER:	CHRISTINE WILSON
Signature:	/CHRISTINE WILSON/
Date:	03/04/2005

Total Attachments: 5

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Trademark Security Agreement

Trademark Security Agreement, dated as of February 10, 2005, by each of the pledgors named on the signature pages hereto (individually, a "Pledgor", and, collectively, the "Pledgors"), in favor of BANK OF AMERICA, N.A, in its capacity as collateral agent pursuant to the Credit Agreement (in such capacity, the "Collateral Agent").

WITNESSETH:

WHEREAS, the Pledgors are party to a Security Agreement of even date herewith (the "Security Agreement") in favor of the Collateral Agent pursuant to which the Pledgors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Pledgors hereby agree with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Pledgor hereby mortgages, pledges and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of such Pledgor:

(a) Trademarks of such 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).

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and Pledgors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Collateral Agent shall otherwise determine with the consent of the Pledgor.

SECTION 4. Termination. Upon the payment in full of the Secured Obligations (other than contingent indemnification obligations for which no claim has been made) and termination of the Security Agreement, the Collateral Agent shall execute, acknowledge, and deliver to the Pledgors an instrument in writing in recordable form releasing the collateral pledge, grant,

assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

SECTION 6. GOVERNING LAW. THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

[signature page follows]

TRADEMARK
REEL: 003039 FRAME: 0170

IN WITNESS WHEREOF, each Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

AMERICAN MEDICAL RESPONSE MID-ATLANTIC, INC.

By:_____
Name: Randel G. Owen
Title: Vice President

AMERICAN MEDICAL RESPONSE, INC.

By:_____
Name: Randel G. Owen
Title: Vice President

EMCARE, INC.

By:_____
Name: William A. Sanger
Title: Chief Executive Officer

REIMBURSEMENT TECHNOLOGIES, INC.

By:_____
Name: William A. Sanger
Title: Chief Executive Officer

Accepted and Agreed:

BANK OF AMERICA, N.A.
as Collateral Agent

By: _____
Name: Robert Klawinski
Title: Senior Vice President

TRADEMARK
REEL: 003039 FRAME: 0172

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark Registrations:

OWNER	REGISTRATION NUMBER	TRADEMARK
American Medical Response Mid-Atlantic, Inc.	2281589	"Event Medical Services"
American Medical Response, Inc.	2249976	"American Medical Pathways"
American Medical Response, Inc.	2,193,012	"AMR", six-point-cross, caduceus
American Medical Response, Inc.	2,193,013	"American Medical Response"
American Medical Response, Inc.	2,429,030	US map, six lines, "AMR", six-point-cross, caduceus
EmCare, Inc.	1,317,259	EmCare
EmCare, Inc.	2,463,604	Service mark
Reimbursement Technologies, Inc.	2,262,484	Reimbursement Technologies
Reimbursement Technologies, Inc.	1,967,478	Service mark
Reimbursement Technologies	1,929,345	Service mark

Trademark Applications:

OWNER	APPLICATION NUMBER	TRADEMARK
EmCare, Inc.	78/374,871	Service mark "IMCARE"