

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
United Emergency Services, Inc.		11/10/2005	CORPORATION: NORTH CAROLINA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Residential Funding Corporation		
<b>Also Known As:</b>	AKA GMAC-RCF Health Capital		
<b>Street Address:</b>	8400 Normandale Lake Blvd.		
<b>Internal Address:</b>	Suite 250		
<b>City:</b>	Minneapolis		
<b>State/Country:</b>	MINNESOTA		
<b>Postal Code:</b>	55437		
<b>Entity Type:</b>	CORPORATION:		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	75243366	UNITED EMERGENCY SERVICES	
<b>Registration Number:</b>	2135769	UNITED EMERGENCY SERVICES	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(214)758-1550		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	2147581500		
<b>Email:</b>	estafford@pattonboggs.com		
<b>Correspondent Name:</b>	Darren W. Collins		
<b>Address Line 1:</b>	2001 Ross Avenue		
<b>Address Line 2:</b>	Suite 3000; Patton Boggs, LLP		
<b>Address Line 4:</b>	Dallas, TEXAS 75201		
<b>ATTORNEY DOCKET NUMBER:</b>	023129.0106		

OP \$65.00 75243366

NAME OF SUBMITTER:	Darren W. Collins
Signature:	/Darren W. Collins/
Date:	12/02/2005

**Total Attachments: 10**

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## **INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This Intellectual Property Security Agreement (as amended, supplemented or otherwise modified from time to time, this "IP Security Agreement") is made and effective as of November 10, 2005, by UNITED EMERGENCY SERVICES, INC., a North Carolina corporation ("Grantor") in favor of RESIDENTIAL FUNDING CORPORATION ("Lender"). Capitalized terms used in this IP Security Agreement and not otherwise defined shall have the respective meanings ascribed to such terms in the Loan Agreement.

### **RECITALS**

**WHEREAS**, pursuant to that certain Loan and Security Agreement, dated as of the date hereof, by and among the Grantor, and the Lender (as amended, supplemented or otherwise modified from time to time, the "Loan Agreement"), the Lender has agreed, subject to the terms and conditions set forth therein, to lend to the Grantor certain amounts pursuant to the credit facilities set forth therein (collectively, the "Loans"); and

**WHEREAS**, it is a condition precedent to the obligation of the Lender to execute and perform under the Loan Agreement that Grantor shall have executed and delivered this IP Security Agreement to the Lender;

**NOW, THEREFORE**, in consideration of the willingness of the Lender to enter into the Loan Agreement and to agree, subject to the terms and conditions set forth therein, to make the Loans to the Grantor pursuant thereto, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

1. Grant of Security Interest. To secure the Grantor's prompt, punctual and faithful payment of the Loans and the performance of all and each of the Grantor's obligations under the Loan Agreement, the Grantor hereby grants to Lender, a continuing security interest in all of the right, title and interest of such Grantor in and to any and all of the following collateral, whether now owned or hereafter acquired, but excluding any Intellectual Property for which the granting of a security interest therein would terminate, invalidate, void, cancel or abandon such Intellectual Property (the "IP Collateral"):

(a) The U.S and foreign copyrights, associated copyright registrations and applications for copyright registration, set forth on Schedule A attached hereto (collectively, the "Copyrights");

(b) The U.S. and foreign patents and patent applications set forth on Schedule B attached hereto, including, without limitation, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same (collectively, the "Patents");

(c) The U.S., state and foreign trademark and service mark registrations, trademark and service mark applications set forth on Schedule C attached hereto and all goodwill associated with the foregoing (collectively, the "Trademarks");

(e) Any and all claims and causes of action for past, present or future infringement of any of the IP Collateral, with the right, but not the obligation, to sue for and collect damages for infringement of the IP Collateral;

(f) Any and all licenses or rights granted under any of the IP Collateral, and all license fees and royalties arising from such licenses or rights, in each case to the extent permitted by such licenses or rights;

(g) Any and all amendments, renewals, extensions, reissuances and replacements of any of the IP Collateral; and

(h) Any and all products and proceeds of any of the foregoing.

2. Requested Recordation. The Grantor authorizes and requests that the Register of Copyrights and the Commissioner of Patents, Copyrights and Trademarks (and any state, foreign or other authority to which this IP Security Agreement is submitted) file and record this IP Security Agreement (and any corresponding or separate forms of such jurisdiction) in order to publicly reflect the interests of the Lender in the IP Collateral.

3. Assignment. Upon the occurrence and during the continuance of an Event of Default, the Grantor shall execute and deliver to Lender an absolute assignment transferring its entire right, title, and interest in and to the IP Collateral to the Lender.

4. Power of Attorney. The Grantor hereby irrevocably grants to the Lender, a power of attorney, to act as such Grantor's attorney-in-fact, with full authority in the name, place and stead of such Grantor, from time to time in the Lender's discretion, to take any action and to execute any instrument that the Lender may reasonably deem necessary or advisable to accomplish the purposes of this IP Security Agreement. This authority includes, without limitation, the following:

(a) To modify or amend (in the sole discretion of the Lender and without first obtaining such Grantor's approval thereof or signature thereto) Schedule A, Schedule B, and/or Schedule C, hereof, as appropriate, to include references to any registered intellectual property (or application or license therefor) acquired by such Grantor after the execution hereof or to delete any reference to any IP Collateral in which such Grantor no longer has or claims any right, title or interest;

(b) To execute, file and pursue (in the sole discretion of the Lender and without first obtaining such Grantor's approval thereof or signature thereto, unless otherwise prohibited by applicable law) any application, form or other document in order to perfect, maintain, continue or otherwise protect the Agent's interest or such Grantor's rights in the IP Collateral, including, without limitation, executing and filing (i) any financing statement, any continuation statement or any amendment thereto, and (ii) any document in any proceeding before the United States Patent and Trademark Office, the United States Copyright Office or the relevant office of any state or foreign jurisdiction (including, without limitation, the filing of applications for renewal, affidavits of use, affidavits of incontestability and opposition, interference and cancellation proceedings) and to pay any fees and taxes in connection therewith or otherwise;

(c) To execute any document required to acknowledge, register or perfect the interest of the Lender in any part of the IP Collateral without the signature of such Grantor unless prohibited by applicable law; and

(d) Upon the occurrence and during the continuation of an Event of Default, to (i) endorse the respective Grantor's name on all applications, documents, papers and instruments necessary or desirable for Lender in the use of the IP Collateral, (ii) take any other actions with respect to the IP Collateral as Lender deems to be in the best interest of Lender, (iii) grant or issue any exclusive or non-exclusive license under the IP Collateral to anyone or (iv) assign, pledge, convey or otherwise transfer title in or dispose of the IP Collateral to anyone.

The foregoing power of attorney is coupled with an interest and is irrevocable until the Obligations secured hereby have been unconditionally and indefeasibly paid or performed in full and the Loan Agreement has been terminated.

5. Release. Unless otherwise agreed in writing by the parties, the security interests granted herein will terminate (and all rights to the IP Collateral will revert to each of the Grantors) upon payment and performance in full of all the Obligations secured hereby (unconditionally and indefeasibly). Upon any such termination, the Lender (at the Grantors' request and sole expense) will promptly execute and deliver to the Grantors (with such customary representations and warranties from a secured lender releasing its lien as Grantor may reasonably request) such documents as the Grantors may reasonably request and as are provided to the Lender to evidence such termination.

6. Newly Registered Copyrights, Patents and Trademarks. Each Grantor hereby agrees to provide the Lender a schedule of newly registered Copyrights, Patents and Trademarks (if any) within thirty (30) days of such acquisition.

7. Miscellaneous.

(a) This IP Security Agreement has been entered into in conjunction with the provisions of and the security interest granted to the Lender. The rights and remedies of the Grantors and the Lender with respect to the security interests granted herein are in addition and without prejudice to those set forth in the Loan Agreement, all terms and provisions of which are hereby incorporated herein by reference. In the event that any provisions of this IP Security Agreement are deemed to conflict with the Loan Agreement or the other Loan Documents, the provisions of the Loan Agreement or the other Loan Documents shall govern.

(b) This IP Security Agreement may be executed in any number of counterparts with the same effect as if all the signatures on such counterparts appeared on one document. Each such counterpart will be deemed to be an original, but all counterparts together will constitute one and the same instrument.

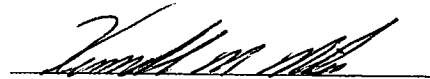
*[Remainder of Page Intentionally Blank; Signature Page Follows]*

**IN WITNESS WHEREOF**, the parties hereto have executed this IP Security Agreement as of the date first written above.

**GRANTOR:**

UNITED EMERGENCY SERVICES, INC.

By:



Kenneth M. Miles  
Chief Financial Officer and  
Senior Vice President

**LENDER:**

**RESIDENTIAL FUNDING CORPORATION**

By: 

Name: Angela D. Brown

Title: Senior Vice President

**ACKNOWLEDGMENT**

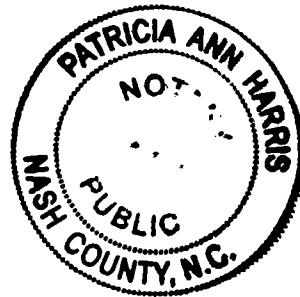
STATE OF NORTH CAROLINA

: SS

COUNTY OF NASH:

Before me, the undersigned, a Notary Public, on this 9<sup>th</sup> day of November 2005, personally appeared Kenneth M. Miles to me known personally, who, being by me duly sworn, did say that he is the Chief Financial Officer and Senior Vice President of United Emergency Services, Inc., as Grantor, and that said Intellectual Property Security Agreement was signed on behalf of said Grantor, by authority of its board of directors, and the said Senior Vice President acknowledged said instrument to be his free act and deed.

*Patricia Ann Harris*  
Notary Public  
My Commission Expires: April 6, 2008





ACKNOWLEDGMENT

STATE OF Texas :

: SS

COUNTY OF Dallas :

Before me, the undersigned, a Notary Public, on this 7<sup>th</sup> day of November, 2005, personally appeared Angela D. Brown to me known personally, who, being by me duly sworn, did say that she is the Senior Vice President of Residential Funding Corporation, as Lender, and that said Intellectual Property Security Agreement was signed on behalf of said Lender, and the Angela D. Brown acknowledged said instrument to be her free act and deed.

Sarah Brackeen

Notary Public

My Commission Expires: 4/15/2009



**SCHEDULE A**

**COPYRIGHT COLLATERAL**

None.

**SCHEDULE B**

**PATENT COLLATERAL**

None.

**SCHEDULE C**

**TRADEMARK COLLATERAL**

Registered Trademarks

<u>Jurisdiction</u>	<u>Title</u>	<u>Registration No.</u>	<u>Registration Date</u>
U.S.	UNITED EMERGENCY SERVICES	75/243366 2,135,769	February 10, 1998

Pending Trademark Applications

None

Trademark Licenses

None