

## TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
United Emergency Services, Inc.		08/08/2006	CORPORATION: NORTH CAROLINA
RECEIVING PARTY DATA			
Name:	Merrill Lynch Capital, a division of Merrill Lynch Business Financial Services, Inc.		
Street Address:	222 North LaSalle Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2135769	UNITED EMERGENCY SERVICES	
CORRESPONDENCE DATA			
Fax Number:	(312)609-5005		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	312-609-7838		
Email:	tsettle@vedderprice.com		
Correspondent Name:	Tammy S. Settle		
Address Line 1:	222 North LaSalle Street		
Address Line 4:	Chicago, ILLINOIS 60601		
ATTORNEY DOCKET NUMBER:	35330.00.0045/TSS		
NAME OF SUBMITTER:	Tammy S. Settle		
Signature:	/tsettle/		
Date:	10/24/2006		

CH 2135769 \$40.00

900060854

TRADEMARK  
REEL: 003414 FRAME: 0408

**Total Attachments: 5**

source=TMKUnited Emergency#page1.tif

source=TMKUnited Emergency#page2.tif

source=TMKUnited Emergency#page3.tif

source=TMKUnited Emergency#page4.tif

source=TMKUnited Emergency#page5.tif

# TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement") is made and entered into as of August 8, 2006 by UNITED EMERGENCY SERVICES, INC., a North Carolina corporation ("Grantor"), as part of the Merger (as defined in the Restated Credit Agreement hereinafter defined), in favor of Merrill Lynch Capital, a division of Merrill Lynch Business Financial Services Inc., in its capacity as Lender pursuant to the Restated Credit Agreement (defined below) ("Grantee");

## W I T N E S S E T H:

WHEREAS, Grantor, Grantee and certain affiliates of Grantor are parties to a certain Amended and Restated Credit Agreement dated as of even date herewith (and as may be subsequently amended, restated, supplemented or otherwise modified from time to time, the "Restated Credit Agreement") providing for the extensions of credit to be made to Grantor by Grantee;

WHEREAS, pursuant to the terms of the Restated Credit Agreement, Grantor has granted to Grantee, a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired trademarks, trademark registrations, and trademark applications, all renewals, extensions and continuations of any of the foregoing and all goodwill attributable to any of the foregoing (the "Trademarks"), together with the goodwill of the business symbolized by Grantor's Trademarks, and all products and proceeds thereof, to secure the payment of all amounts owing by Grantor under the Restated Credit Agreement;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Restated Credit Agreement. The Restated Credit Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Restated Credit Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations, Grantor hereby grants to Grantee a continuing security interest in Grantor's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether now owned or existing or hereafter created, acquired or arising:

(i) each Trademark listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(ii) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark.

*(Signature Page Follows)*

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

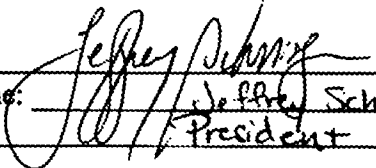
GRANTOR:

UNITED EMERGENCY SERVICES,  
INC., a North Carolina corporation (as  
successor-by-merger to UES Acquisition,  
Inc.)

By: \_\_\_\_\_

Name: \_\_\_\_\_

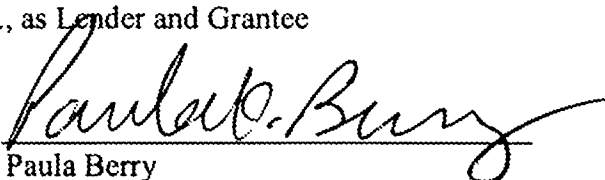
Its: \_\_\_\_\_

  
Jeffrey Schillinger  
President

Agreed and Accepted  
As of the Date First Written Above:

**MERRILL LYNCH CAPITAL**, a division  
of Merrill Lynch Business Financial Services  
Inc., as Lender and Grantee

By:

  
Paula Berry  
Vice President

**SCHEDULE A**

**TRADEMARK REGISTRATIONS**

<b><u>Trademark Description</u></b>	<b><u>U.S. Registration No.</u></b>	<b><u>Date Registered</u></b>
Tradename: United Emergency Services	75/243366 2,135,769	February 10, 1998

CHICAGO/#1530096.4

RECORDED: 10/24/2006

TRADEMARK  
REEL: 003414 FRAME: 0414