

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
MOUNT CHARLESTON HOLDINGS, LLC		07/17/2007	LIMITED LIABILITY COMPANY: NEVADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	MEDICWEST AMBULANCE, INC.		
<b>Street Address:</b>	6200 SOUTH SYRACUSE WAY, SUITE 200		
<b>City:</b>	GREENWOOD VILLAGE		
<b>State/Country:</b>	COLORADO		
<b>Postal Code:</b>	80111		
<b>Entity Type:</b>	CORPORATION: NEVADA		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	3225904	MEDICWEST	
Registration Number:	3216515	MEDICWEST	
Registration Number:	3211928	MEDICWEST	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(719)633-1518		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	7194733800		
<b>Email:</b>	lee.vogel@hro.com		
<b>Correspondent Name:</b>	Lee D. Vogel, Esq.		
<b>Address Line 1:</b>	90 South Cascade Avenue, Suite 1300		
<b>Address Line 4:</b>	Colorado Springs, COLORADO 80903-1615		
<b>ATTORNEY DOCKET NUMBER:</b>	51172-00000		
<b>NAME OF SUBMITTER:</b>	Lee D. Vogel		

**CH \$90.00 3225904**

Signature:

/s/ Lee D. Vogel

Date:

11/05/2008

**Total Attachments: 6**

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## TRADEMARK ASSIGNMENT

**THIS TRADEMARK ASSIGNMENT ("Agreement")**, dated as of July 17, 2007 ("**Effective Date**"), is made by and among Mount Charleston Holdings, LLC, a Nevada limited liability company ("**Assignor**"), and MedicWest Ambulance, Inc., a Nevada corporation ("**Assignee**"), and, for the limited purposes of Sections 4 and 8, SWA, LLC, a Nevada limited liability company ("**SWA**"), Sharon K. Henry, a resident of Nevada ("**Henry**") and John R. Wilson, a resident of Nevada ("**Wilson**" and together with SWA and Henry, the "**Sellers**").

Assignor has adopted, is using, and owns the trademarks, service marks, names, logos and phrases listed in *Schedule A* hereto, and the other trademarks, service marks, trade names, domain names, logos, phrases and other designations of source or origin related thereto or otherwise used in the Business (as defined in the Stock Purchase Agreement entered into as of June 11, 2007 (the "**Stock Purchase Agreement**"), by and among Sellers, MedicWest Holdings, Inc. (formerly known as Starwest Ambulance of Nevada, Inc.), a Delaware corporation, Nevada Red Rock Ambulance, Inc., a Delaware corporation, and the Seller Representative identified therein) (collectively, the "**Marks**").

Assignor desires to transfer and assign, and Assignee desires to acquire and accept, the Marks and the goodwill of the Business associated therewith and all registrations and applications therefor.

1. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby assigns and transfers to Assignee all right, title and interest in, to, and under the Marks (and any translations of the Marks) and the goodwill of the Business symbolized thereby and associated therewith, and all registrations of and applications to register the Marks both in the United States and in any other country, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors and assigns, together with all claims for damages by reason of past, present or future infringement or other unauthorized use of the Marks, with the right to sue for damages, and collect the same for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors and assigns.

2. Assignor, at Assignee's expense, agrees to execute, acknowledge and deliver assignments of the Marks and all applications and registrations therefore on appropriate forms to satisfy applicable statutory and regulatory requirements. Such assignments shall be on such forms as may be prescribed by the applicable agency or authority or, in the absence of any such requirements, as may be appropriate under the circumstances. Assignor, at Assignee's expense, agrees to take all such other action as may be necessary, advisable and appropriate to implement, register, perfect or otherwise notify all appropriate governmental agencies and authorities of the assignment contained herein. In the event Assignee is unable for any reason, after reasonable effort, to secure Assignor's signature on any document needed in connection with the actions specified herein, Assignor hereby irrevocably designates and appoints Assignee and its duly authorized officers and agents as its agent and attorney in fact, which appointment is coupled with an interest, to act for and in its behalf to execute, verify and file any such documents and to do all other lawfully permitted acts to further the purposes of this paragraph with the same legal force and effect as if executed by Assignor. Assignor hereby waives and quitclaims to Assignee any and all claims, of any nature whatsoever, which Assignor now or may hereafter have for infringement of any Marks assigned hereunder.

3. Assignor shall provide Assignee all reasonable cooperation and assistance at Assignee's expense (including the execution and delivery of any and all affidavits, declarations, oaths, powers of attorney, specimens or other documentation as may be reasonably required):

(a) in the preparation and prosecution of any applications for registration or any applications for renewal of registrations covering the Marks;

(b) in the prosecution or defense of any oppositions, interferences, infringement suits, or other proceedings that may arise in connection with any of the Marks, including, but not limited to, testifying as to any facts relating to the Marks assigned herein and this Agreement; and

(c) in obtaining any additional trademark or service mark protection that Assignee may deem appropriate which may be secured under the laws now or hereafter in effect.

4. Assignor shall not at any time do or cause to be done any act or thing which may adversely affect any rights of Assignee in and to the Marks. Assignor further agrees not to challenge Assignee's ownership or the validity of the Marks or any application for registration thereof. Assignor and its affiliates, subsidiaries, successors, and agents, and all persons under their control shall cease all use of the Marks, and any other marks or terms which are confusingly similar to any of the Marks, within thirty (30) days of the Effective Date except that Assignee grants Sellers a limited, personal, non-

exclusive, non-transferable license to use the Marks solely in connection with the administration, billing, and collection of the Retained Receivables as expressly set forth in Section 2.7 of the Stock Purchase Agreement and in the Billing and Collection Agreement of even date herewith among Sellers and Assignee. Notwithstanding the foregoing, Sellers may assign the rights granted to them under this Section 4 to any person or entity controlled by or under common control with Sellers upon written notice to Assignee. Upon the request of Assignee, Sellers will provide Assignee with samples of all use of the Marks by Sellers for the purpose of ascertaining or determining compliance with the terms of the license grant. The license granted under this Section 4 will terminate on the forty-fifth (45<sup>th</sup>) day following the termination or expiration of the Billing and Collection Agreement. Assignee may terminate the license granted under this Section 4 if Sellers breach the terms of the license grant and fail to cure such breach within fifteen (15) day of receipt of written notice of such breach from Assignee. On expiration or termination of the license granted under this Section 4, Sellers will immediately cease and desist from all use of the Marks in any way and, upon the request of Assignee, will deliver to Assignee all material and papers upon which the Marks appear, other than records relating specifically to the Retained Receivables. Expiration or termination of the license grant will not affect the terms of this Agreement other than as expressly set forth in this Section 4.

5. Assignor further agrees to deliver to Assignee upon execution of this Agreement, any and all tangible manifestations of the Marks in any form (hard copy, electronic or otherwise), including, without limitation, all applications, notes, records, files, searches, and tangible items of any sort in its possession or under its control (or in the possession or control of its legal counsel) relating to the Marks. Such delivery shall include all present and predecessor versions. Assignor will further instruct its applicable legal counsel to provide Assignee with a docket report indicating all actions and payments due on the Marks in the six (6) months following the signing of this Agreement.

6. Assignor represents and warrants to Assignee as follows: (a) Assignor has full right, power and authority to enter into this Agreement and perform all of its obligations hereunder, including without limitation assignment of rights as contemplated herein; (b) neither Assignor nor any of its affiliates, subsidiaries or predecessors, nor anyone acting on their behalf, has granted any license to use the Marks or otherwise caused to be transferred or encumbered in any way any rights in the Marks, except for the license set forth in the License Agreement dated as of March 1, 2005 between Assignor and Assignee; (c) to Assignor's knowledge, none of the Marks are the subject of any claim of infringement by any third party; and (d) to Assignor's knowledge, no suit, action or other proceeding is pending or has been threatened and no cause of action exists that relates to the Marks or that might hinder or impede the use of the Marks.

7. Assignor and Assignee hereby acknowledge and agree that License Agreement dated as of March 1, 2005 between Assignor and Assignee is hereby terminated and of no further force and effect.

8. Assignor agrees to defend, indemnify, and hold harmless Assignee and its officers, directors, employees, and agents against any claim of any nature arising in any way out of the business activities of, or sale of goods or rendition of services by Assignor in connection with any of the Marks. In addition, Sellers agree to defend, indemnify, and hold harmless Assignee and its officers, directors, employees, and agents against any claim of any nature arising in any way out of the business activities of, or sale of goods or rendition of services by Sellers or any of their respective designees, affiliates, subsidiaries, or predecessors in connection with any of the Marks.

9. No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, will be effective unless in writing and signed by the parties hereto.

10. This Agreement will be governed and construed in accordance with the laws of the State of Colorado, without regard to the conflicts of law principles of such State. Any proceeding or other legal action arising out of or relating to this Agreement or the enforcement of any provision of this Agreement will be brought or otherwise commenced in any state or federal court located in County of Denver, Colorado or County of Clark, Nevada.

11. If any provision of this Agreement is found invalid or unenforceable, in whole or in part, the remaining provisions and partially enforceable provisions will, nevertheless, be binding and enforceable.

12. Failure by either party to exercise any of its rights hereunder shall not constitute or be deemed a waiver or forfeiture of such rights.

13. The provisions hereof shall inure to the benefit of, and be binding upon, the successors, assigns, heirs, executors and administrators of the parties hereto.

IN WITNESS WHEREOF, the undersigned have executed this Trademark Assignment as of the date set forth above.

**FOR ASSIGNOR:**  
Mount Charleston Holdings, LLC

**FOR ASSIGNEE:**  
MedicWest Ambulance, Inc.

★ By: [Signature]

By: \_\_\_\_\_  
Robert E. Ramsey, Secretary

Name: John R. Wilson

Title: Managing Member

**FOR THE LIMITED PURPOSES OF SECTIONS 4 AND 8:**

**SELLERS:**  
SWA, LLC

Sharon K. Henry

By: \_\_\_\_\_  
Robert E. Ramsey, Manager

By: \_\_\_\_\_  
Sharon K. Henry

John R. Wilson

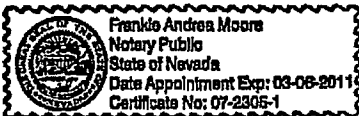
By: [Signature] ★  
John R. Wilson

STATE OF Nevada )  
COUNTY OF Clark ) ss.

The foregoing instrument was acknowledged before me this 12 day of July, by John Wilson, on behalf of the parties to this Agreement.

Frankie Andrea Moore  
Notary Public

[NOTARIAL SEAL]



[Signature page to Trademark Assignment (MedicWest)]





**SCHEDULE A  
MARKS**

<b>Mark</b>	<b>Services</b>	<b>Application Number</b>	<b>Registration Date</b>	<b>Registration Number</b>
MEDICWEST	IC 39: Ambulance transport; medical transport	78/676652	4/3/2007	3225904
MEDICWEST	IC 41: Medical training and education courses	78/676680	3/6/2007	3216515
MEDICWEST	IC 44: Emergency medical assistance	78/676681	2/20/2007	3211928