

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
American Medical Response, Inc.		04/08/2010	CORPORATION: DELAWARE
American Medical Response Mid-Atlantic, Inc.		04/08/2010	CORPORATION: PENNSYLVANIA
Emcare, Inc.		04/08/2010	CORPORATION: DELAWARE
Reimbursement Technologies, Inc.		04/08/2010	CORPORATION: PENNSYLVANIA
MedicWest Ambulance, Inc.		04/08/2010	CORPORATION: NEVADA
Global Medical Response, Inc.		04/08/2010	CORPORATION: DELAWARE
Access 2 Care, LLC		04/08/2010	LIMITED LIABILITY COMPANY: MISSOURI
Air Ambulance Specialists, Inc.		04/08/2010	CORPORATION: COLORADO

**RECEIVING PARTY DATA**

<b>Name:</b>	Bank of America, N.A., as Collateral Agent
<b>Street Address:</b>	1455 Market Street
<b>Internal Address:</b>	5th Floor
<b>City:</b>	San Francisco
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	94103
<b>Entity Type:</b>	Association: UNITED STATES

**PROPERTY NUMBERS Total: 19**

Property Type	Number	Word Mark
Registration Number:	2249976	AMERICAN MEDICAL PATHWAYS
Registration Number:	2193012	AMR
Registration Number:	2193013	AMERICAN MEDICAL RESPONSE
Registration Number:	2429030	AMR
Registration Number:	3255197	NCTI NATIONAL COLLEGE OF TECHNICAL INSTRUCTION

CH \$490.00 2249976

Registration Number:	3226157	NATIONAL COLLEGE OF TECHNICAL INSTRUCTION
Registration Number:	2281589	EVENT MEDICAL SERVICES
Registration Number:	1317259	EMCARE
Registration Number:	2463604	EMCARE
Registration Number:	2262484	REIMBURSEMENT TECHNOLOGIES
Registration Number:	1929345	
Registration Number:	1976478	ARMCARE
Registration Number:	3211928	MEDICWEST
Registration Number:	3216515	MEDICWEST
Registration Number:	3225904	MEDICWEST
Registration Number:	3483257	GMR GLOBAL MEDICAL RESPONSE
Registration Number:	3483256	GMR GLOBAL MEDICAL RESPONSE
Registration Number:	3398434	AIR AMBULANCE SPECIALISTS, INC. WHEN QUALITY AND TRUST COUNTS
Serial Number:	77421447	ACCESS2CARE

**CORRESPONDENCE DATA**

Fax Number: (202)408-3141  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 800-927-9801 x2348  
Email: jpaterso@cscinfo.com  
Correspondent Name: Corporation Service Company  
Address Line 1: 1090 Vermont Avenue NW, Suite 430  
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	376056
NAME OF SUBMITTER:	Jean Paterson
Signature:	/jep/
Date:	05/07/2010

Total Attachments: 7  
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## RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies):**

American Medical Response, Inc.

- Individual(s)                       Association  
 General Partnership             Limited Partnership  
 Corporation- State: Delaware  
 Other \_\_\_\_\_

Citizenship (see guidelines) DE - US

Additional names of conveying parties attached?  Yes  No

**3. Nature of conveyance )/Execution Date(s) :**

Execution Date(s) 04/08/2010

- Assignment                               Merger  
 Security Agreement                   Change of Name  
 Other \_\_\_\_\_

**2. Name and address of receiving party(ies)**

Additional names, addresses, or citizenship attached?  Yes  No

Name: Bank of Ameica, N.A., as Collateral Agent

Internal Address: \_\_\_\_\_  
 Address: \_\_\_\_\_

Street Address: 1455 Market Street, 5th Floor

City: San Francisco

State: CA

Country: USA Zip: 94103

- Association      Citizenship US-Fed  
 General Partnership      Citizenship \_\_\_\_\_  
 Limited Partnership      Citizenship \_\_\_\_\_  
 Corporation      Citizenship \_\_\_\_\_  
 Other \_\_\_\_\_      Citizenship \_\_\_\_\_

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)

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No.(s)

SEE SCHEDULE I

B. Trademark Registration No.(s)

SEE SCHEDULE I

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

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

Name: James P. Murphy, Legal Assistant

Internal Address: Cahill Gordon & Reindel LLP

Street Address: 80 Pine Street

City: New York

State: NY Zip: 10005

Phone Number: 212-701-3345

Fax Number: 212-269-5420

Email Address: jmurphy@cahill.com

**6. Total number of applications and registrations involved:**

19

**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$** \_\_\_\_\_

- Authorized to be charged to deposit account  
 Enclosed

**8. Payment Information:**

Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

**9. Signature:**

James P. Murphy

Signature

April 29, 2010

Date

JAMES P. MURPHY

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 7

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
 Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1460, Alexandria, VA 22313-1450

ADDITIONAL NAMES OF CONVEYING PARTIES (In connection with Item 1 of Trademark Recordation Form Cover Sheet):

American Medical Response Mid-Atlantic, Inc.- Pennsylvania Corporation - Citizenship US - PA

Emcare, Inc. - Delaware Corporation - Citizenship US - DE

Reimbursement Technologies, Inc. - Pennsylvania Corporation - Citizenship US - PA

MedicWest Ambulance, Inc. - Nevada Corporation - Citizenship US- NV

Global Medical Response, Inc. - Delaware Corporation - Citizenship US- DE

Access 2 Care, LLC - Missouri Limited Liability Company - Citizenship US- MO

Air Ambulance Specialists, Inc. - Colorado Corporation - Citizenship US - CO

## Trademark Security Agreement

**Trademark Security Agreement**, dated as of April 8, 2010, by AMERICAN MEDICAL RESPONSE, INC., AMERICAN MEDICAL RESPONSE MID-ATLANTIC, INC., EMCARE, INC., REIMBURSEMENT TECHNOLOGIES, INC., MEDICWEST AMBULANCE, INC., GLOBAL MEDICAL RESPONSE, INC., ACCESS 2 CARE, LLC and AIR AMBULANCE SPECIALISTS, INC. (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. As and when the Lien arising under the Security Agreement with respect to any Trademark is terminated or released in accordance with Section 11.4 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 such Trademark 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]

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.

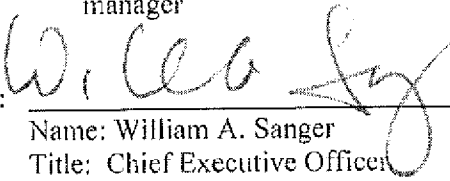
Very truly yours,

AMERICAN MEDICAL RESPONSE, INC.  
AMERICAN MEDICAL RESPONSE MID-ATLANTIC, INC.  
EMCARE, INC.  
REIMBURSEMENT TECHNOLOGIES, INC.  
MEDICWEST AMBULANCE, INC.  
GLOBAL MEDICAL RESPONSE, INC.  
AIR AMBULANCE SPECIALISTS, INC.  
ACCESS 2 CARE, LLC

By: Mission Care Services, LLC, its sole member

By: American Medical Response, Inc., its sole  
manager

By:

  
Name: William A. Sanger

Title: Chief Executive Officer

*Signature Page to the Trademark Security Agreement*

**TRADEMARK**  
**REEL: 004201 FRAME: 0125**

**SCHEDULE I**  
**to**  
**TRADEMARK SECURITY AGREEMENT**  
**TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS**

**Trademark Registrations:**

Owner	Registration Number	Trademark
American Medical Response, Inc.	2,249,976	"American medical Pathways", no design
American Medical Response, Inc.	2,193,012	"AMR", plus design including six-point cross, caduceus
American Medical Response, Inc.	2,193,013	"American Medical Response", no design
American Medical Response, Inc.	2,429,030	"AMR", plus design including U.S. map, six lines, six-point cross, caduceus
American Medical Response, Inc.	3,255,197	"NCTI", plus zig-zag star design, encircled by "National College of Technical Instruction"
American Medical Response, Inc.	3,226,157	"National College of Technical Instruction", no design
American Medical Response Mid-Atlantic, Inc.	2,281,589	"Event Medical Services", no design
EmCare, Inc.	1,317,259	"EmCare", no design
EmCare, Inc.	2,463,604	"EmCare", plus design
Reimbursement Technologies, Inc.	2,262,484	"Reimbursement Technologies", no design
Reimbursement Technologies, Inc.	1,929,345	Design mark
Reimbursement Technologies, Inc.	1,976,478	Service Mark
MedicWest Ambulance, Inc.	3,211,928	"MedicWest", no design
MedicWest Ambulance, Inc.	3,216,515	"MedicWest", no design
MedicWest Ambulance, Inc.	3,225,904	"MedicWest", no design
Global Medical Response, Inc.	3,483,257	"GMR Global Medical Response", plus design
Global Medical Response, Inc.	3,483,256	"GMR Global Medical Response", plus design
Air Ambulance Specialists, Inc.	3,398,434	"Air Ambulance Specialists, Inc. when quality and trust counts", plus design



**Trademark Applications:**

Owner	Serial Number	Trademark
Access 2 Care, LLC	77/421,447	"Access2Care", no design