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# Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: Release of Security Interest in Trademarks Recorded at Reel/Frame 3303/0103

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
CANADIAN IMPERIAL BANK OF			
COMMERCE ACTING THROUGH		10/22/2010	Banking Corporation: CANADA
ITS NEW YORK AGENCY			

#### **RECEIVING PARTY DATA**

Name:	AIR EVAC EMS, INC.
Street Address:	306 Davis Drive
City:	West Plains
State/Country:	MISSOURI
Postal Code:	65775
Entity Type:	CORPORATION: MISSOURI

#### PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark	
Serial Number:	78643342	LIFETEAM ALERT	
Serial Number:	78643348	AIR EVAC LIFETEAM	
Serial Number:	78643369	AIR EVAC LIFETEAM	
Serial Number:	78643408	LIFETEAM	
Serial Number:	78856578	WHEN SECONDS COUNT	

### **CORRESPONDENCE DATA**

Fax Number: (312)862-2200

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

Phone: 3128623312

Email: patrick.lau@kirkland.com
Correspondent Name: Kirkland & Ellis LLP
Address Line 1: 300 North LaSalle

Address Line 2: c/o Patrick Lau, Legal Assistant
Address Line 4: Chicago, ILLINOIS 60654

REEL: 004301 FRAME: 0988

TRADEMARK

900174661

ATTORNEY DOCKET NUMBER:	31500-844 PL		
NAME OF SUBMITTER:	Patrick Lau		
Signature:	/pl/		
Date:	10/22/2010		
Total Attachments: 3 source=Air Evac Security Interest Trademark Release CIBC#page1.tif source=Air Evac Security Interest Trademark Release CIBC#page2.tif source=Air Evac Security Interest Trademark Release CIBC#page3.tif			

TRADEMARK REEL: 004301 FRAME: 0989

#### RELEASE OF SECURITY INTEREST IN TRADEMARKS

THIS RELEASE OF SECURITY INTEREST IN TRADEMARKS (this "Release") is made as of October 22, 2010 ("Effective Date") by and between Canadian Imperial Bank of Commerce, acting through its New York Agency ("Grantee"), and Air Evac EMS, Inc., a Missouri corporation, with its principal office at 306 Davis Drive, West Plains, Missouri 65775, ("Grantor").

WHEREAS, Grantor and Grantee entered into that certain Security Agreement, by and between Grantor and Grantee dated May 3, 2006 (the "Security Agreement");

WHEREAS, Grantor and Grantee entered into that certain Trademark Security Agreement by and between Grantor and Grantee dated May 3, 2006 (the "<u>Trademark Security Agreement</u>"), pursuant to the terms and conditions of the Security Agreement;

WHEREAS, pursuant to the terms and conditions of the Trademark Security Agreement, Grantor granted to Grantee a continuing lien on and security interest in and to all of Grantor's right, title and enterest in and to all:

- (a) Trademarks (as defined in the Security Agreement) of Grantor (including those set forth on Schedule I attached hereto),
- (b) all Goodwill (as defined in the Security Agreement) associated with such Trademarks, and
- (c) all Proceeds (as defined in the Security Agreement) of any and all of the foregoing, other than Excluded Property (as defined in the Security Agreement);

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Frademark Office on May 4, 2006, at Reel 003303, Frame 0103;

WHEREAS, Grantor has paid all of its outstanding indebtedness to Grantee.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantee hereby terminates the Trademark Security Agreement and the Security Agreement, and hereby terminates, cancels and releases any and all security interests it has against any and all Trademarks of Grantor.

Grantee represents and warrants that: (i) it has the full power and authority to execute this Release; (ii) it has not assigned, transferred, restricted or otherwise encumbered any security interest it has against the Trademarks; and (iii) it has not recorded or otherwise evidenced its security interest with respect to any trademark, or registration of an application to register any trademark, or any trade name or assumed name of Grantor, other than those Trademarks set forth on Schedule I attached hereto, in any jurisdiction throughout the world.

Grantee shall take all further actions, and provide to Grantor, its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by Grantor to more fully and effectively effectuate the purposes of this Release.

\* \* \* \* \*

TRADEMARK REEL: 004301 FRAME: 0990

IN WITNESS WHEREOF, Grantee has caused this Release to be executed by its duly authorized representative as of the Effective Date.

### CANADIAN IMPERIAL BANK OF

COMMERCE, acting through its New York

Agency, as Administrative Agent

Name: Caroline Adams

Canadian Imperial Bank of Commerce
Authorized Signatory

Laurin Cedan

## SCHEDULE I

# **U.S. TRADEMARK REGISTRATIONS**

Trademark No.	Registration Date	Mark	
3403061	3/25/2008	LIFETEAM ALERT (& Design)	
3274301	8/7/2007	AIR EVAC LIFETEAM (& Design)	
3274302	8/7/2007	AIR EVAC LIFETEAM	
3188828	12/26/2006	LIFETEAM	

# **U.S. TRADEMARK APPLICATIONS**

Application No.	Application Date	Mark	
78/856578	4/7/2006	WHEN SECONDS COUNT	
85/051703	6/1/2010	AEL (& Design )	

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**RECORDED: 10/22/2010** 

TRADEMARK REEL: 004301 FRAME: 0992