TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ABL Notice & Confirmation of Grant of Security Interest in Trademarks

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Emergency Medical Services Corporation		05/25/2011	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Deutsche Bank AG New York Branch, as collateral agent
Street Address:	60 Wall Street
City:	New York
State/Country:	NEW YORK
Postal Code:	10005
Entity Type:	a foreign banking corporation duly licensed to maintain a branch office at 60 Wall Street, NY, NY: GERMANY

PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Serial Number:	77871102	ANESTHESIACARE
Serial Number:	77871096	ANESTHESIACARE
Registration Number:	3789517	CARE
Serial Number:	77871099	EMCARE INPATIENT SERVICES
Serial Number:	77871088	EMCARE INPATIENT SERVICES
Registration Number:	3250779	EMSC
Registration Number:	3533907	EMSC
Registration Number:	3533905	EMSC
Registration Number:	3641991	EMS EMERGENCY MEDICAL SERVICES CORPORATION
Registration Number:	3671617	EMS EMERGENCY MEDICAL SERVICES CORPORATION
Registration Number:	3752044	RADCARE
Registration Number:	3795547	RADCARE
Registration Number:	3722195	IT'S ALL ABOUT THE CARE

OP $340.00 77871102

CORRESPONDENCE DATA

Fax Number: (212)354-8113

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

Phone: 2128198200

Email: fcutajar@whitecase.com

Correspondent Name: White & Case LLP

Address Line 1: 1155 Avenue of the Americas

Address Line 2: Patents & Trademarks

Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	1111779-2152
NAME OF SUBMITTER:	Frances B. Cutajar
Signature:	/Frances B. Cutajar/
Date:	06/03/2011

Total Attachments: 6

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ABL NOTICE AND CONFIRMATION OF GRANT OF SECURITY INTEREST IN TRADEMARKS

ABL NOTICE AND CONFIRMATION OF GRANT OF SECURITY INTEREST IN TRADEMARKS (the "Agreement"), dated as of May 25, 2011, made by Emergency Medical Services Corporation, a Delaware corporation having a principal place of business at 6200 S. Syracuse Way, Suite 200, Greenwood Village, Colorado 80111 (the "Grantor"), in favor of Deutsche Bank AG New York Branch, as collateral agent (in such capacity, and together with its successors and assigns, in such capacity, the "Collateral Agent"), and administrative agent (in such capacity, and together with its successors and assigns, in such capacity, the "Administrative Agent") for the banks and other financial institutions (collectively, the "Lenders") from time to time parties to the Credit Agreement described below.

WHEREAS, pursuant to that certain Credit Agreement, dated as of the date hereof (as amended, amended and restated, waived, supplemented or otherwise modified from time to time, together with any agreement extending the maturity of, or restructuring, refunding, refinancing or increasing the Indebtedness under such agreement or successor agreements, the "Credit Agreement"), among CDRT Merger Sub, Inc. (at any time prior to the consummation of the Merger, the "Parent Borrower"), a Delaware corporation that has been merged with and into Grantor (upon and at any time after the consummation of the Merger, the "Parent Borrower"), the Subsidiary Borrowers from time to time party thereto (together with the Parent Borrower, collectively, the "Borrowers"), the Collateral Agent, the Administrative Agent, and the other parties party thereto, the Lenders have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, the Granting Parties have executed and delivered a Guarantee and Collateral Agreement, dated as of the date hereof, in favor of the Collateral Agent (as amended, amended and restated, waived, supplemented, or otherwise modified from time to time, the "ABL Collateral Agreement");

WHEREAS, pursuant to the ABL Collateral Agreement, the Grantor granted to the Collateral Agent for the benefit of the Secured Parties (as defined therein) a second priority security interest in all of its Intellectual Property, including the Trademarks; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement.

NOW THEREFORE, in consideration of the premises and to induce the Lenders to make their respective extensions of credit to Borrowers under the Credit Agreement, the Grantor agrees, for the benefit of the Secured Parties, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the ABL Collateral Agreement.

SECTION 2. Confirmation of Grant of Security Interest. The Grantor hereby confirms that, pursuant to the ABL Collateral Agreement it granted to the Collateral Agent, for the benefit of the Secured Parties, a second priority security interest in all of the Trademarks of the Grantor (including, without limitation, those items listed on Schedule I hereto) and to the extent not otherwise included, all Proceeds and products of any and all of the Trademarks, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations of such Grantor, except that no security interest is or will be granted pursuant thereto in any right, title or interest of the Grantor under or in any Trademark License for so long as, and to the extent that, the granting of such a security interest pursuant thereto would result in a breach, default or termination of such Trademark License.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of a second priority security interest with the United States Patent and Trademark Office. This Agreement is expressly subject to the terms and conditions of the ABL Collateral Agreement. To the extent that there is any conflict between this Agreement and the ABL Collateral Agreement, the ABL Collateral Agreement shall control in all respects. The ABL Collateral Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the second priority security interest in the Trademarks are more fully set forth in the Credit Agreement and the ABL Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

SECTION 6. Governing Law. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER AND ANY CLAIM OR CONTROVERSY RELATING HERETO SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

* * *

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TRADEMARK
REEL: 004554 FRAME: 0377

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

EMERGENCY MEDICAL SERVICES CORPORATION

By: _____

Name: William A. Sanger

Title: Chief Executive Officer

[Signature Page to ABL Emergency Medical Services Corporation Trademark Notice of Grant of Security Interest]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

DEUTSCHE BANK AG NEW YORK BRANCH,
as Collateral Agent

By: Carin Keegan
Name: Carin Keegan
Title: Director

By: _____
Name: Erin Morrissey
Title: Director

[Signature Page to ABL Emergency Medical Services Corporation Trademark Notice and Confirmation]

SCHEDULE I

TRADEMARK	Status	App. No.	Filing Date	Reg. No.	Reg. Date
"AnesthesiaCare", plus design	Pending	77-871,102	11/12/2009		
"AnesthesiaCare", no design	Pending	77-871,096	11/12/2009		
"Care", plus design	Registered	77-738,458	5/15/2009	3,789,517	5/18/2010
"EmCare Inpatient Services", plus design	Pending	77-871,099	11/12/2009		
"EmCare Inpatient Services", no design	Pending	77-871,088	11/12/2009		
"EMSC", no design	Registered	78-766,622	12/5/2005	3,250,779	6/12/2007
"EMSC" and design plus color claims	Registered	77-445,993	4/11/2008	3,533,907	11/18/2008
"EMSC" and design plus color claims	Registered	77-445,988	4/11/2008	3,533,905	11/18/2008
"EMSC" and design, no color claims	Registered	77-455,246	4/22/2008	3,641,991	6/23/2009
"EMSC" and design, no color claims	Registered	77-455,245	4/22/2008	3,671,617	8/25/2009
"RadCare", no design	Registered	77-782,769	7/16/2009	3,752,044	2/23/2010
"RadCare", plus design	Registered	77-782,777	7/16/2009	3,795,547	6/1/2010
"It's all about the Care", no design	Registered	77-738,469	5/15/2009	3,722,195	12/8/2009