

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Grant of Security Interest in United States Trademarks		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Reach Air Medical Services, LLC		12/05/2012	LIMITED LIABILITY COMPANY: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Bank of America, N.A., as Collateral Agent		
Street Address:	225 Franklin Street		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02110		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	4169943	ABOVE & BEYOND	
Registration Number:	4123902	FIRSTCALL	
Registration Number:	3173982	REACH AIR MEDICAL SERVICES	
Registration Number:	3572212	REACH	
Registration Number:	3597113	REACH FOR LIFE	
CORRESPONDENCE DATA			
Fax Number:	7147558290		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	714-540-1235		
Email:	ipdocket@lw.com		
Correspondent Name:	Latham & Watkins LLP		
Address Line 1:	650 Town Center Drive, Suite 2000		
Address Line 4:	Costa Mesa, CALIFORNIA 92626		
ATTORNEY DOCKET NUMBER:	039269-0268		

OP \$140.00 4169943

900240532

TRADEMARK
REEL: 004914 FRAME: 0714

NAME OF SUBMITTER:	Anna T Kwan
Signature:	/atk/
Date:	12/06/2012
Total Attachments: 5 source=ABL - Trademark Security Agreement (EXECUTION VERSION)(5638766_1_NY) (2 #page1.tif source=ABL - Trademark Security Agreement (EXECUTION VERSION)(5638766_1_NY) (2 #page2.tif source=ABL - Trademark Security Agreement (EXECUTION VERSION)(5638766_1_NY) (2 #page3.tif source=ABL - Trademark Security Agreement (EXECUTION VERSION)(5638766_1_NY) (2 #page4.tif source=ABL - Trademark Security Agreement (EXECUTION VERSION)(5638766_1_NY) (2 #page5.tif	

**GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS**

This Trademark Security Agreement, dated as of December 5, 2012 by and between REACH Air Medical Services, LLC, a limited liability company formed under the laws of the State of California (the “Grantor”), in favor of BANK OF AMERICA, N.A., in its capacity as Collateral Agent pursuant to the Credit Agreement dated as of October 22, 2010 (in such capacity together with its successors and assigns, the “Grantee”).

WITNESSETH:

WHEREAS, the Grantor is party to a Security Agreement dated as of October 22, 2010 (the “Security Agreement”) in favor of the Grantee pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Grantee, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Grantor hereby agrees with the Grantee 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. The Grantor hereby pledges and grants to the Grantee 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 Trademarks owned by such Grantor including, without limitation, those registered or applied for Trademarks listed on Schedule I attached hereto and all Proceeds of any and all of the foregoing; provided that with respect to any United States Trademark, applications in the United States Patent and Trademark Office on the basis of any Grantor’s “intent to use” such Trademarks will not be deemed to be Collateral unless and until a “Statement of Use” or “Amendment to Allege Use” has been filed and accepted in the United States Patent and Trademark Office, whereupon such application shall be automatically subject to the security interest granted herein and deemed to be included in the Collateral.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. Grantor hereby acknowledges and affirms that the rights and remedies of the Grantee 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. The Security Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms. 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.

SECTION 4. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office.

SECTION 5. Termination. Upon termination of the Security Agreement, the security interest granted pursuant to this Trademark Security Agreement shall be automatically released and the Grantee shall, at the reasonable request of the Grantor, execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, lien and security interest in the Trademarks listed on Schedule I attached hereto.

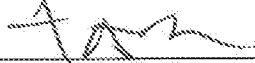
SECTION 6. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

[signature page follows]

IN WITNESS WHEREOF, the Grantor 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,

REACH AIR MEDICAL SERVICES, LLC

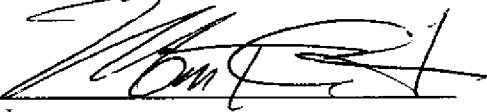
By:  _____

Name: Thomas A.A. Cook

Title: Vice President, General Counsel, CCO
and Secretary

Accepted and Agreed:

BANK OF AMERICA, N.A.,
as Collateral Agent and Grantee

By: 

Name: **BANK OF AMERICA, N.A.**
Title: **Matthew T. O'Keefe**
Senior Vice President

SCHEDULE I
to
GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS

Owner	Trademark	Registration No. or Serial No.
Reach Air Medical Services, LLC	ABOVE AND BEYOND	4169943
Reach Air Medical Services	FIRSTCALL	4123902
Reach Air Medical Services	REACH AIR MEDICAL SERVICES	3173982
Reach Air Medical Services	REACH	3572212
Reach Air Medical Services	REACH for Life	3597113