

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ABL NOTICE AND CONFIRMATION OF GRANT OF SECURITY INTEREST IN TRADEMARKS

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Rose Radiology, LLC		12/24/2013	LIMITED LIABILITY COMPANY: TEXAS

RECEIVING PARTY DATA

Name:	Deutsche Bank AG New York Branch, as Collateral Agent and Administrative Agent
Street Address:	60 Wall Street
City:	New York
State/Country:	NEW YORK
Postal Code:	10005
Entity Type:	Banking Corporation: GERMANY

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Serial Number:	85841632	THROUGH THE EYES OF THE RADIOLOGIST
Serial Number:	85135860	RAYTRACKER
Serial Number:	78908011	THROUGH THE EYES OF THE RADIOLOGIST
Serial Number:	78849526	NIGHTRAYS
Serial Number:	77965150	RADSHARE
Serial Number:	77870616	GET TO THE POINT
Serial Number:	77870606	MOUSER
Serial Number:	77864272	VIDRAY
Serial Number:	77602720	YOUR IMAGE IS OUR BUSINESS
Serial Number:	77547487	ALL THINGS TELERADIOLOGY
Serial Number:	77502310	VIDRAY
Serial Number:	77459175	RAYS

CORRESPONDENCE DATA

900275657

**TRADEMARK
 REEL: 005181 FRAME: 0952**

OP \$315.00 85841632

Fax Number: 2123548113

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 212-819-8200

Email: iprecordations@whitecase.com

Correspondent Name: Andrew Fessak/White & Case LLP

Address Line 1: 1155 Avenue of the Americas

Address Line 2: Patent and Trademark Department

Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	1111779-2152
NAME OF SUBMITTER:	Andrew Fessak
Signature:	/Andrew Fessak/
Date:	12/24/2013

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 December 24, 2013, is made by Rose Radiology, LLC, a Texas limited liability company 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 May 25, 2011 (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 Envision Healthcare Corporation (f/k/a Emergency Medical Services Corporation), a Delaware corporation (as successor by merger to CDRT Merger Sub, Inc., 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 May 25, 2011, 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.

* * *

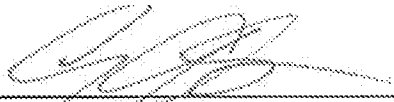
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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

ROSE RADIOLOGY, LLC


By: Spotlight Holdco LLC, as manager of
Rose Radiology, LLC

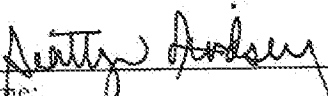
By: EmCare, Inc., as manager of
Spotlight Holdco LLC

By: 
Name: Craig A. Wilson
Title: Secretary

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: 
Name: **Lisa Wong**
Title: **Vice President**

By: 
Name: **Scotye Lindsey**
Title: **Director**

[Signature Page to Rose Radiology, LLC ABL Trademark Notice and Confirmation]

SCHEDULE I

<u>TRADEMARK</u>	<u>Status</u>	<u>App. No.</u>	<u>Filing Date</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
THROUGH THE EYES OF THE RADIOLOGIST	Pending	85-841,632	2/5/2013		
RAYSTRACKER	Registered	85-135,860	9/22/2010	4,143,511	5/15/2012
THROUGH THE EYES OF THE RADIOLOGIST	Registered			3,236,891	
NIGHTRAYS	Registered	78-908,011	6/14/2006		5/1/2007
RADSHARE	Registered	78-849,526	3/29/2006	3,205,825	2/6/2007
GET TO THE POINT	Registered	77-965,150	3/22/2010	3,924,159	2/22/2011
MOUSER	Registered	77-870-616	11/11/2009	3,834,170	8/17/2010
VIDRAY	Registered	77-870,606	11/11/2009	4,063,891	11/29/2011
YOUR IMAGE IS OUR BUSINESS	Registered	77-864,272	11/3/2009	3,834,135	8/17/2010
ALL THINGS TELERADIOLOGY	Registered	77-602,720	10/29/2008	3,772,736	4/6/2010
VIDRAY	Registered			3,755,574	
VIDRAY	Registered	77-547,487	8/14/2008		3/2/2010
VIDRAY	Registered	77-502,310	6/18/2008	3,740,742	1/19/2010
RAYS	Registered	77-459,175	4/28/2008	3,920,137	2/15/2011