

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM299170

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AirMed International, LLC		03/19/2014	LIMITED LIABILITY COMPANY: ALABAMA
AirMed Domestic, LLC		03/19/2014	LIMITED LIABILITY COMPANY: ALABAMA
AirMed International HK, LLC		03/19/2014	LIMITED LIABILITY COMPANY: ALABAMA
AirMed Asia Company, Ltd.		03/19/2014	Limited:
RECEIVING PARTY DATA			
Name:	AirMed International, LLC		
Street Address:	1001 Boardwalk Springs Place		
Internal Address:	Suite 250		
City:	O'Fallon		
State/Country:	MISSOURI		
Postal Code:	63368		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3507512		
CORRESPONDENCE DATA			
Fax Number:	3128622200		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	312-862-2000		
Email:	donna.gasiorowski@kirkland.com		
Correspondent Name:	Kirkland & Ellis LLP		
Address Line 1:	300 North LaSalle Street		
Address Line 2:	c/o Donna Gasiorowski, Sr. Legal Asst.		
Address Line 4:	Chicago, ILLINOIS 60654		
ATTORNEY DOCKET NUMBER:	12107-9 DRG		
NAME OF SUBMITTER:	Donna Gasiorowski		
SIGNATURE:	/DONNA GASIOROWSKI/		

CH \$40.00 3507512

DATE SIGNED:	03/25/2014
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Total Attachments: 5

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TRADEMARK ASSIGNMENT

This **TRADEMARK ASSIGNMENT AGREEMENT** (the "Agreement") is made as of March 19, 2014 by and among AirMed International, LLC, an Alabama limited liability company, and each of its Subsidiaries listed on the signature page hereto ("Assignors"), and AirMed International, LLC, a Delaware limited liability company or its designee ("Assignee").

WHEREAS, Assignors and Assignee are parties to that certain Separation and Securities Purchase Agreement, dated as of March 19, 2014 (the "Purchase Agreement");

WHEREAS, the trademark registrations and applications for registration, including those listed in Exhibit A attached hereto, together with (i) any and all trademarks in the United States and foreign countries for which registration may have been issued or applications for registration may have been filed, and (ii) the good will of the business connected with the use of such trademarks and symbolized thereby, shall each be referred to as a "Mark" and shall collectively be referred to as the "Marks"; and

WHEREAS, Assignee wishes to acquire, and Assignors wish to transfer all of the right, title and interest, for all countries throughout the world, in and to the Marks.

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, Assignors do hereby sell, transfer, assign, convey and deliver to Assignee all of the right, title and interest in and to the Marks, together with the goodwill of the business connected with the use of the Marks and symbolized by the Marks, free and clear of any and all Liens, claims, demands and restrictions on transfer, including, but not limited to, all benefits, privileges, causes of action, and remedies relating to such Marks, including, without limitation, the exclusive rights to (a) apply for and maintain all registrations, renewals and/or extensions thereof, (b) damages or profits, due, accrued or to be due or accrued, arising out of past, present and future infringement of said Marks or injury to goodwill in the Marks, and the right to sue for and recover the same in Assignee's own name, (c) grant licenses or other interests therein, and (d) invoke and claim for any application for trademark or other form of protection, the benefit of any and all rights of priority with respect to the Marks without further written or oral authorization from Assignors. Assignee accepts such assignment.

Assignors represent and warrant that (i) they have the full and unencumbered right, power and authority to enter into this Agreement, (ii) they own all right, title and interest in and to the Marks, and (iii) they previously have not sold, assigned, transferred or conveyed and from and after the date hereof shall not attempt to sell, assign, transfer, convey or encumber, any rights in the Marks.

Assignors covenant and agree that upon the reasonable request and at the expense of Assignee, Assignors shall execute and deliver any papers, make all rightful oaths, testify in any legal proceedings relating to the Marks, and perform all other acts which may be necessary, desirable or convenient by Assignee for securing, maintaining, and enforcing the Marks in any and all countries and for vesting title thereto in Assignee, its successors, assigns and legal representatives or nominees.

Assignors authorize the Commissioner of Patents and Trademarks of the United States, and any official of any other country empowered to issue trademark registrations, to record this Agreement, and to issue or transfer such trademark registrations and applications for registration to the Assignee as owner of all right, title and interest therein, or otherwise as the Assignee may direct, in accordance with the terms of this Agreement.

The terms of the Purchase Agreement are incorporated herein by reference, and this Agreement is subject in all respects to the terms of the Purchase Agreement. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall control.

This Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Facsimile or .pdf executed counterparts shall be acceptable and binding.

This assignment shall be governed and construed in accordance with the laws of the State of Delaware (without giving effect to the principles of conflicts of Laws thereof that would cause the application of the Law of another jurisdiction).

IN WITNESS WHEREOF, Assignors and Assignee have caused this Assignment to be executed by their duly authorized officers, effective as of the Drop-Down Closing on the date first written above.

ASSIGNORS:

AIRMED INTERNATIONAL, LLC, an Alabama
limited liability company

By: Jeffrey T. Tolbert
Jeffrey T. Tolbert, its Manager

AIRMED DOMESTIC, LLC

By: AirMed International, LLC, an Alabama limited
liability company, its Member

By: Jeffrey T. Tolbert
Jeffrey T. Tolbert, its Manager

AIRMED INTERNATIONAL HK, LLC

By: AirMed International, LLC, an Alabama limited
liability company, its Member

By: Jeffrey T. Tolbert
Jeffrey T. Tolbert, its Manager

AIRMED ASIA COMPANY, LTD.

By: Jeffrey T. Tolbert
Jeffrey T. Tolbert, its sole director

ASSIGNEE:

AIRMED INTERNATIONAL, LLC, a Delaware
limited liability company

By: AirMed International, LLC, an Alabama limited
liability company, its Member

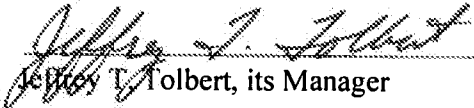
By: 
Jeffrey T. Tolbert, its Manager

EXHIBIT A

Int. Cl.: 39

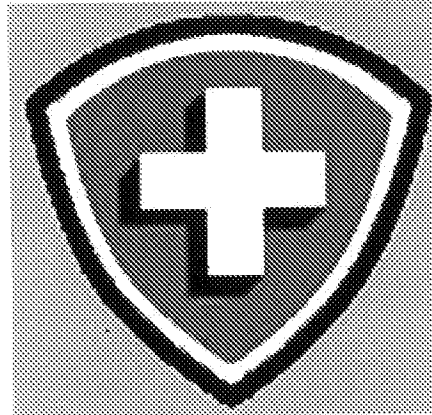
Prior U.S. Cls.: 100 and 105

Reg. No. 3,507,512

United States Patent and Trademark Office

Registered Sep. 30, 2008

**SERVICE MARK
PRINCIPAL REGISTER**



AIRMED INTERNATIONAL, LLC (ALABAMA
LIMITED LIABILITY COMPANY)
1000 URBAN CENTER DRIVE
SUITE 470
BIRMINGHAM, AL 35242

FOR: AIR AMBULANCE SERVICES AND PRE-
PAID AIR MEDICAL TRANSPORT SERVICES, IN
CLASS 39 (U.S. CLS. 100 AND 105).

FIRST USE 10-17-2007; IN COMMERCE 10-17-2007.

THE COLOR(S) RED, BLACK AND WHITE IS/
ARE CLAIMED AS A FEATURE OF THE MARK.

THE MARK CONSISTS OF A WHITE GREEK
CROSS ON A RED SHIELD WITH A WHITE AND
BLACK BORDER. THE GREY BACKGROUND IS
NOT PART OF THE MARK, BUT IS INCLUDED TO
SHOW CONTRAST.

SER. NO. 77-312,470, FILED 10-24-2007.

JORDAN BAKER, EXAMINING ATTORNEY