

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM338556

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PRIORITY AMBULANCE HOLDINGS, LLC		04/17/2015	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	MIDCAP FINANCIAL TRUST		
Street Address:	c/o MidCap Financial Services, LLC, as servicer		
Internal Address:	7255 Woodmont Avenue, Suite 200		
City:	Bethesda		
State/Country:	MARYLAND		
Postal Code:	20814		
Entity Type:	Statutory Trust: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	86179935	PRIORITY AMBULANCE	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Email:	kansley@stradley.com		
Correspondent Name:	Kareem Ansley		
Address Line 1:	Stradley Ronon		
Address Line 4:	New York, NEW YORK 10017		
ATTORNEY DOCKET NUMBER:	186687-0033		
NAME OF SUBMITTER:	Kareem Ansley		
SIGNATURE:	/Kareem Ansley/		
DATE SIGNED:	04/17/2015		
Total Attachments: 7			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of the 17th day of April, 2015 by and between **MIDCAP FINANCIAL TRUST**, a Delaware statutory trust, in its capacity as administrative agent for itself and for the “Lenders” party to the Credit Agreement referred to below and as defined therein (in such capacity, “**Agent**”) and **PRIORITY AMBULANCE HOLDINGS, LLC**, a Delaware limited liability company (“**Grantor**”).

RECITALS

A. The Lenders have agreed to make certain advances of money and to extend certain financial accommodation (the “**Loans**”) to certain Affiliates and/or Subsidiaries of Grantor that are party to the Credit Agreement referred to below as “Borrowers” (collectively, “**Borrowers**”), in the amounts and manner set forth in that certain Credit and Security Agreement by and among Agent, Lenders, Borrowers and the “Guarantors” party thereto and as defined therein (including Grantor as one of the Guarantors), dated of even date herewith (as the same may be amended, modified or supplemented from time to time, the “**Credit Agreement**”; capitalized terms used herein are used as defined in the Credit Agreement). Lenders are willing to make the Loans to Borrowers, but only upon the condition, among others, that Grantor shall grant to Agent, for the ratable benefit of Lenders, a security interest in certain Copyrights, Trademarks, and Patents (as each term is defined below) that are owned by Grantor, to secure the Obligations of Grantor under the Guarantee executed and delivered this date by Grantor in favor of Agent (the “**Guarantee**”).

B. Pursuant to the terms of the Credit Agreement, Grantor has granted to Agent, for the ratable benefit of the Lenders, a security interest in all of Grantor’s right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral, including, without limitation, Grantor’s Copyrights, Trademarks, and Patents.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Credit Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To further secure its obligations under the Guarantee and the Credit Agreement, Grantor grants and pledges to Agent, for the ratable benefit of the Lenders, a security interest in all of Grantor’s right, title and interest in, to and under its Intellectual Property (all of which shall collectively be called the “**Intellectual Property Collateral**”), including, without limitation, the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, now or hereafter existing, created, acquired or held, including without limitation those set forth on **Exhibit A** attached hereto (collectively, the “**Copyrights**”);

(b) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-

in-part of the same, including without limitation the patents and patent applications set forth on **Exhibit B** attached hereto (collectively, the “**Patents**”);

(c) All trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on **Exhibit C** attached hereto (collectively, the “**Trademarks**”);

(d) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(e) All licenses or other rights now or hereafter granted by Grantor to any Person to use any of the Copyrights, Patents, or Trademarks, and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(f) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, and Patents; and

(g) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

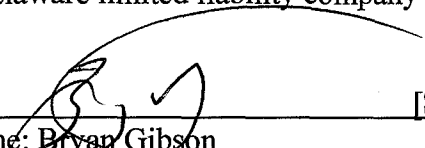
The security interest that is granted herein by Grantor in Grantor’s Intellectual Property Collateral is granted to confirm and further evidence the security interest granted by Grantor to Agent, for the ratable benefit of the Lenders, in Grantor’s Intellectual Property Collateral under the Credit Agreement. The rights and remedies of Agent with respect to the security interest granted hereby in Grantor’s Intellectual Property Collateral are set forth in Article 10 of the Credit Agreement, and additionally include those rights and remedies that are now or hereafter available to Agent as a matter of law or equity. Each right, power and remedy of Agent provided for herein or in the Credit Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Agent of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Credit Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by Agent of any or all such other rights, powers or remedies.

[signatures follow]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR

**PRIORITY AMBULANCE HOLDINGS,
LLC,**
a Delaware limited liability company

By:  _____ [SEAL]
Name: Bryan Gibson
Title: Chief Executive Officer

[signatures continue on next page]

[Signature Page to Intellectual Property Agreement]

AGENT:

MIDCAP FINANCIAL TRUST, a
Delaware statutory trust

By: Apollo Capital Management, L.P.,
its investment manager

By: Apollo Capital Management GP, LLC,
its general partner

By:  [SEAL]

Name: Maurice Amsellem

Title: Authorized Signatory

Address:

c/o MidCap Financial Services, LLC,
as servicer
7255 Woodmont Avenue, Suite 200
Bethesda, Maryland 20814
Attn: Account Manager for Priority
Ambulance
Facsimile: 301-941-145

EXHIBIT A

Copyrights

Description

Registration/
Application
Number

Registration/
Application
Date

NONE.

EXHIBIT B

Patents

Description

Registration/
Application
Number

Registration/
Application
Date

NONE.

EXHIBIT C

Trademarks

Description

Registration/
Application
Number

Registration/
Application
Date

“Priority Ambulance”

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