

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM339281

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
LIFEGUARD AIR AMBULANCE, INC.		04/14/2014	CORPORATION: FLORIDA
LIFEGUARD INTERNATIONAL, LLC		04/14/2014	LIMITED LIABILITY COMPANY: FLORIDA
SOUTHERN SKY LEASING, LLC		04/14/2014	LIMITED LIABILITY COMPANY: FLORIDA
SILVER LINING LEASING, INC.		04/14/2014	CORPORATION: FLORIDA
RECEIVING PARTY DATA			
Name:	AIR MEDICAL GROUP HOLDINGS, INC.		
Street Address:	209 STATE HIGHWAY 121 BYPASS, SUITE 21		
City:	LEWISVILLE		
State/Country:	TEXAS		
Postal Code:	75067		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3629354	LIFEGUARD	
CORRESPONDENCE DATA			
Fax Number:	6508385109		
<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>			
Phone:	650-838-3743		
Email:	jlik@shearman.com		
Correspondent Name:	MARK RUSSELL PEREIRA		
Address Line 1:	599 Lexington Avenue		
Address Line 2:	Shearman & Sterling LLP		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	35613/86		
NAME OF SUBMITTER:	MARK RUSSELL PEREIRA		
SIGNATURE:	/MARK RUSSELL PEREIRA/		

CH \$40.00 3629354

DATE SIGNED:	04/24/2015
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Total Attachments: 5

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TRADEMARK ASSIGNMENT

This **TRADEMARK ASSIGNMENT AGREEMENT** (the "Agreement") is made as of April 14, 2014 by and among Lifeguard Air Ambulance, Inc. ("Lifeguard Air"), Lifeguard International, LLC ("Lifeguard International"), Southern Sky Leasing, LLC ("Southern Sky"), Silver Lining Leasing, Inc. ("Silver Lining" and together with Lifeguard Air, Lifeguard International and Southern Sky, the "Assignors"), and Air Medical Group Holdings, Inc. (the "Assignee").

WHEREAS, Assignors and Assignee are parties to that certain Purchase Agreement, dated as of March 4, 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.

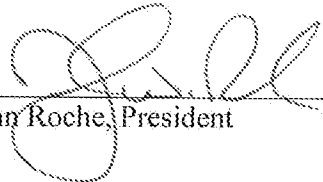
This Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Facsimile or .pdf executed counterparts shall be acceptable and binding.

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, this Assignment has been executed to be effective as of the Closing on the date first written above.

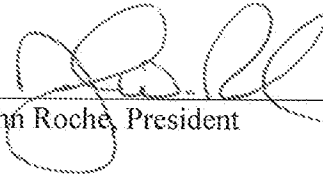
ASSIGNORS:

LIFEGUARD AIR AMBULANCE, INC.

By: 
John Roche, President

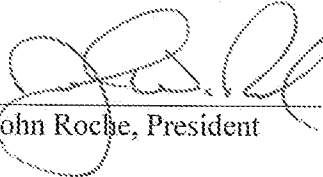
LIFEGUARD INTERNATIONAL, LLC

By: Lifeguard Air Ambulance, Inc., as sole member

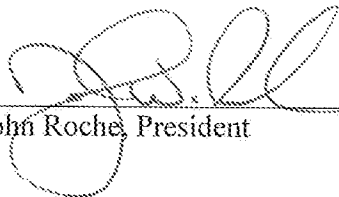
By: 
John Roche, President

SOUTHERN SKY LEASING, LLC

By: Lifeguard Air Ambulance, Inc., as sole member

By: 
John Roche, President

SILVER LINING LEASING, INC.

By: 
John Roche, President

ASSIGNEE:

AIR MEDICAL GROUP HOLDINGS, INC.

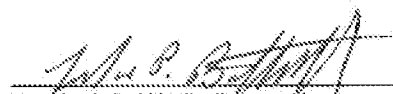
By: 
Name: Frederick W. P. Buttrell
Its: Chief Executive Officer

EXHIBIT A

<u>MARK</u>	<u>SERIAL NO.</u>	<u>APPLICATION DATE</u>	<u>REGISTRATION NO.</u>	<u>REGISTRATION DATE</u>
"Lifeguard"	77267852	August 30, 2007	3629354	June 2, 2009