

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM339568

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (ABL)

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
AIR MEDICAL GROUP HOLDINGS, INC.		04/28/2015	CORPORATION: DELAWARE
AIR EVAC EMS, INC.		04/28/2015	CORPORATION: MISSOURI
AIRMED INTERNATIONAL, LLC		04/28/2015	LIMITED LIABILITY COMPANY: DELAWARE
EAGLEMED LLC		04/28/2015	LIMITED LIABILITY COMPANY: DELAWARE
LIFEGUARD AMBULANCE SERVICE LLC		04/28/2015	LIMITED LIABILITY COMPANY: DELAWARE
MED-TRANS CORPORATION		04/28/2015	CORPORATION: NORTH DAKOTA
REACH AIR MEDICAL SERVICES, LLC		04/28/2015	LIMITED LIABILITY COMPANY: CALIFORNIA

RECEIVING PARTY DATA

Name:	BANK OF AMERICA, N.A.
Street Address:	901 MAIN STREET
City:	DALLAS
State/Country:	TEXAS
Postal Code:	75202
Entity Type:	NATIONAL ASSOCIATION: UNITED STATES

PROPERTY NUMBERS Total: 18

Property Type	Number	Word Mark
Registration Number:	3801008	AIRMEDCARE NETWORK
Registration Number:	3877815	
Registration Number:	4169943	ABOVE & BEYOND
Registration Number:	4123902	FIRSTCALL
Registration Number:	3572212	REACH
Registration Number:	3597113	REACH FOR LIFE
Registration Number:	3507512	
Registration Number:	3784641	EAGLEMED
Registration Number:	3784639	

CH \$465.00 3801008

Property Type	Number	Word Mark
Registration Number:	1684003	AERO CARE AIRBORNE CRITICAL CARE TRANSP
Registration Number:	3629354	LIFEGUARD
Registration Number:	3274302	AIR EVAC LIFETEAM
Registration Number:	3274301	AIR EVAC LIFETEAM
Registration Number:	3188828	LIFETEAM
Registration Number:	4133586	WHEN SECONDS COUNT
Serial Number:	86417389	LIFEGUARD
Serial Number:	86419862	LIFEGUARD AMBULANCE SERVICE
Serial Number:	86406456	

CORRESPONDENCE DATA

Fax Number: 6508385109

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.

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/
DATE SIGNED:	04/28/2015

Total Attachments: 6

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GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (this “Agreement”), dated as of April 28, 2015, is made by the Borrower (as defined below) and each of the Subsidiaries listed on the signature pages hereto (each such entity being a “Subsidiary Grantor” and, collectively, the “Subsidiary Grantors”; together with the Borrower, each a “Grantor” and collectively, the “Grantors”), in favor of Bank of America, N.A., as collateral agent (in such capacity, the “Agent”) in connection with that certain ABL Credit Agreement, dated as of April 28, 2015 (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among Air Medical Intermediate Corp. (“Air Medical Intermediate”), Air Medical Merger Sub Corp., a Delaware corporation and wholly-owned subsidiary of Air Medical Intermediate, which, on the Closing Date, shall be merged with AMGH Holding Corp. (“AMGH”) (with AMGH as the merged company), Air Medical Group Holdings, Inc. (“Air Medical” and, following the consummation of the Secondary Mergers, the “Borrower”), the Lenders from time to time party thereto, Bank of America, N.A., as Letter of Credit Issuer and Swingline Lender and Bank of America, N.A., as administrative agent and collateral agent (in such capacity, the “Agent”) for the benefit of the Secured Parties.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make loans to the Borrower, the Letter of Credit Issuers have agreed to issue Letters of Credit for the account of the Borrower and the Swingline Lender has agreed to extend credit to the Borrower in the form of Swingline Loans, all upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, each Grantor and any Subsidiaries that become a party thereto, have executed and delivered an ABL Security Agreement, dated as of April 28, 2015 in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the “Security Agreement”);

WHEREAS, pursuant to the Security Agreement, each Grantor has granted to the Agent, for the benefit of the Secured Parties, a lien on and security interest in, all of its right, title and interest in, to and under certain Intellectual Property, including the Trademarks that is not Excluded Property; and

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to induce the Lenders to make loans to the Borrower, the Letter of Credit Issuers to issue their respective Letters of Credit and the Swingline Lender to extend Swingline Loans to the Borrower, and to induce one or more Lenders or Affiliates of Lenders to enter into Secured Cash Management Agreements with Holdings and/or its Restricted Subsidiaries or Secured Hedge Agreements with the Borrower and/or its Restricted Subsidiaries, each Grantor agrees, for the benefit of the Agent and the Secured Parties, as follows:

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 Security Agreement.
2. Grant of Security Interest. Each Grantor hereby grants a lien on and security interest in all of the respective Grantor's right, title and interest in, to and under the Trademarks that are not Excluded Property (including, without limitation, those items listed on Schedule A hereto), including the goodwill associated with such Trademarks and the right to receive all Proceeds therefrom (collectively, the "Collateral"), to the Agent for the benefit of the Secured Parties as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity or by acceleration) of the Obligations; provided that, applications in the United States Patent and Trademark Office to register trademarks or service marks on the basis of a Grantor's "intent to use" such trademarks or service marks will not be deemed to be Collateral unless and until an amendment to allege use or a statement of use has been filed and accepted by 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.
3. Purpose. This Agreement has been executed and delivered by each Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Secured Parties in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.
4. Acknowledgment. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern. In the event of any conflict between the terms of this Agreement and the terms of the Credit Agreement, the terms of the Credit Agreement shall govern.
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.
6. Governing Law: This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

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.

AIR MEDICAL GROUP HOLDINGS, INC.,
AIR EVAC EMS, INC.,
AIRMED INTERNATIONAL, LLC,
EAGLEMED LLC,
LIFEGUARD AMBULANCE SERVICE, LLC,
MED-TRANS CORPORATION and
REACH AIR MEDICAL SERVICES, LLC,
each as a Grantor

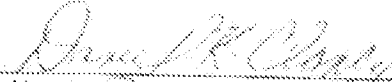
By: _____

Name: Thomas A.A. Cook

Title: Vice President, General Counsel,
Chief Compliance Officer and Secretary

BANK OF AMERICA, N.A.,
as the Agent

By:


Name: Daniel K. Clapp
Title: Senior Vice President


[ADL IP Security Agreement]

SCHEDULE A

U.S. Trademark Registrations and Applications

Registered Owner/ Grantor	Registration / Application Number	Trademark
Air Medical Group Holdings, Inc.	3801008	AIRMEDCARE NETWORK
Air Medical Group Holdings, Inc.	3877815	
Reach Air Medical Services, LLC	4169943	ABOVE & BEYOND
Reach Air Medical Services, LLC	4123902	FIRSTCALL
Reach Air Medical Services, LLC	3572212	REACH
Reach Air Medical Services, LLC	3597113	REACH FOR LIFE
AirMed International, LLC	3507512	
EagleMed LLC	3784641	EAGLEMED
EagleMed LLC	3784639	
Med-Trans Corporation	1684003	
Lifeguard Air Ambulance, Inc ¹	3629354	LIFEGUARD
Air Evac EMS, Inc.	3274302	AIR EVAC LIFETEAM
Air Evac EMS, Inc.	3274301	
Air Evac EMS, Inc.	3188828	LIFETEAM
Air Evac EMS, Inc.	4133586	WHEN SECONDS COUNT

¹ Trademark was assigned to Air Medical Group Holdings, Inc. from Lifeguard Air Ambulance, Inc. on April 14, 2014; the assignment itself was recorded with the United States Patent and Trademark Office on April 24, 2015 and thus Air Medical Group Holdings, Inc. may not be reflected as the record owner on the Closing Date. The trademark was originally filed in the wrong classes and is set to expire soon. Air Medical Group Holdings, Inc. will not renew this mark and has filed a new application for same in the correct classes (see U.S. App. No. 86417389).

Registered Owner/ Grantor	Registration / Application Number	Trademark
Lifeguard Ambulance Service, LLC	86/417389	LIFEGUARD
Lifeguard Ambulance Service, LLC	86/419862	
REACH Air Medical Services, LLC	86/406456	[DESIGN]