

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM370989

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
San Diego Medical Services Enterprise, LLC		01/25/2016	LIMITED LIABILITY COMPANY: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Deutsche Bank AG New York Branch		
Street Address:	60 Wall Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10005		
Entity Type:	banking corporation: GERMANY		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3869477	SAN DIEGO MEDICAL SERVICES 911 & NON-EME	
CORRESPONDENCE DATA			
Fax Number:	2129096836		
<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:	212-909-6000		
Email:	trademarks@debevoise.com		
Correspondent Name:	Stephen C. Asoli, Esq.		
Address Line 1:	919 Third Avenue		
Address Line 2:	Debevoise & Plimpton LLP		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	24968-1207		
NAME OF SUBMITTER:	Stephen C. Asoli		
SIGNATURE:	/Stephen Asoli/		
DATE SIGNED:	01/28/2016		
Total Attachments: 6			
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ABL NOTICE AND CONFIRMATION OF GRANT OF
SECURITY INTEREST IN TRADEMARKS

January 25, 2016

ABL NOTICE AND CONFIRMATION OF GRANT OF SECURITY INTEREST IN TRADEMARKS (the "Agreement"), dated as of January 25, 2016, made by SAN DIEGO MEDICAL SERVICES ENTERPRISE, LLC, a California limited liability company having a principal place of business at 6200 South 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.

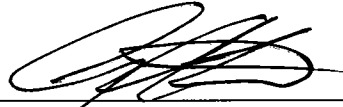
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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

SAN DIEGO MEDICAL SERVICES ENTERPRISE,
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 Agent

By: 

Name: Michael Winton
Title: Vice President

By: 

Name: Dusan Lazarov
Title: Director

SCHEDULE I

Trademarks

<u>Grantor</u>	<u>Trademark</u>	<u>Status</u>	<u>Reg. No.</u>
San Diego Medical Services Enterprise, LLC	San Diego Medical Services 911 & Non-Emergency Transportation (and Design)	Registered	3869477