

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM381679

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Grant of Security Interest in Trademarks		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
REV AMBULANCE GROUP ORLANDO, INC.	FORMERLY Wheeled Coach Industries, Inc.	04/22/2016	Corporation: FLORIDA
RECEIVING PARTY DATA			
Name:	DEUTSCHE BANK AG NEW YORK BRANCH, as Revolving Collateral Agent		
Street Address:	60 Wall Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10005		
Entity Type:	German Banking Corporation: GERMANY		
PROPERTY NUMBERS Total: 26			
Property Type	Number	Word Mark	
Serial Number:	75496564	CARE CADDY	
Serial Number:	78239014	CITIMEDIC	
Serial Number:	85105962	COOL BAR	
Serial Number:	76203280	CRUSADER	
Serial Number:	78295427	DURALITE	
Serial Number:	85109599	ENTERSAFE	
Serial Number:	75277962	FIRE MEDIC	
Serial Number:	86846578	FRONTLINE	
Serial Number:	85104170	IN SERVICE FOR LIFE	
Serial Number:	75095775	MAV	
Serial Number:	76415605	MCCOY MILLER	
Serial Number:	73604528		
Serial Number:	75929999	MODUVAN	
Serial Number:	75466130	P.A.F. SYSTEM PURE AIR FILTRATION SYSTEM	
Serial Number:	77707416	RESCUEFORCE SERIES BY WHEELED COACH	
Serial Number:	75402695	ROAD RESCUE	
Serial Number:	85104177	RR	
Serial Number:	77643472	SAFEPASS	
Serial Number:	77708959	STRIKEFORCE SERIRES BY WHEELED COACH	
TRADEMARK			

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Property Type	Number	Word Mark
Serial Number:	86234492	U.S. AMBULANCE CORPORATION
Serial Number:	86977156	U.S. AMBULANCE CORPORATION
Serial Number:	86216334	WHEELED COACH
Serial Number:	73517942	WHEELED COACH
Serial Number:	86216370	WHEELED COACH
Serial Number:	85381227	WHEELED COACH TURBOAIR
Serial Number:	86216299	

CORRESPONDENCE DATA

Fax Number: 2128198200

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: 2128198200

Email: iprecordations@whitecase.com

Correspondent Name: Jinelle Park/White & Case LLP

Address Line 1: 1155 Avenue of the Americas

Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	1111779-5981-X130
NAME OF SUBMITTER:	Jinelle Park
SIGNATURE:	/Jinelle Park/
DATE SIGNED:	04/22/2016

Total Attachments: 6

source=Active_56030600_4_REV Group (AIP) - ABL [REV Ambulance] Trademark Security Agreement - Executed - Apr-22-2016#page1.tif

source=Active_56030600_4_REV Group (AIP) - ABL [REV Ambulance] Trademark Security Agreement - Executed - Apr-22-2016#page2.tif

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GRANT OF SECURITY INTEREST IN TRADEMARKS

GRANT OF SECURITY INTEREST IN TRADEMARKS (this "Trademark Security Agreement"), dated and effective as of April 22, 2016, by REV AMBULANCE GROUP ORLANDO, INC. (formerly known as Wheeled Coach Industries, Inc.), a Florida corporation (the "Grantor"), in favor of DEUTSCHE BANK AG NEW YORK BRANCH, as Revolving Collateral Agent, for the benefit of the Revolving Secured Parties.

W I T N E S S E T H :

WHEREAS, REV Group, Inc. (formerly known as Allied Specialty Vehicles, Inc.), a Delaware corporation ("REV") entered into that certain Pledge and Security Agreement, dated as of October 21, 2013, among REV, each of the other Grantors from time to time party thereto and DEUTSCHE BANK AG NEW YORK BRANCH, as Revolving Collateral Agent (including all annexes, exhibits or schedules thereto, as amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the "Revolving Security Agreement");

WHEREAS, the Revolving Security Agreement requires REV to cause Grantor to execute and deliver to the Revolving Collateral Agent this Trademark Security Agreement for the benefit of the Revolving Secured Parties.

NOW, THEREFORE, in consideration of the promises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. **DEFINED TERMS.** All capitalized terms used but not otherwise defined herein have the meanings given to them in the Revolving Security Agreement.
2. **GRANT OF SECURITY INTEREST.** Grantor hereby grants to the Revolving Collateral Agent, for the benefit of the Revolving Secured Parties, a security interest in and continuing lien on all of such Grantor's right, title and interest in, to and under any Trademarks (collectively, the "Trademark Collateral"), along with all goodwill associated therewith, whether now owned or existing or hereafter acquired or arising and wherever located, including those Trademarks set forth in Schedule I, provided that no security interest therein is granted on any "intent to use" Trademark applications until such time as an amendment to allege use or statement of use in respect thereof has been accepted by the United States Patent and Trademark Office, at which time such Trademark shall cease to be excluded from the Trademark Collateral hereunder.
3. **REVOLVING SECURITY AGREEMENT.** The security interests granted pursuant to this Trademark Security Agreement are granted in furtherance, not in limitation, of the security interests granted to the Revolving Collateral Agent, for the benefit of the Revolving Secured Parties, pursuant to the Revolving Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Revolving Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Revolving Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth

herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Revolving Security Agreement, the provisions of the Revolving Security Agreement shall control.

4. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

5. TERMINATION OR RELEASE. This Trademark Security Agreement shall terminate and the security interests granted hereby shall be automatically released in accordance with the provisions of Section 10 of the Revolving Security Agreement.

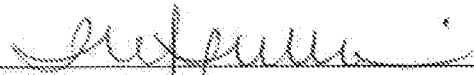
6. GOVERNING LAW. THIS TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

7. INTERCREDITOR AGREEMENT. Notwithstanding anything to the contrary contained in this Trademark Security Agreement, the liens and security interests (and priority of such liens and security interests) granted to the Revolving Collateral Agent in any Trademark Collateral that constitutes Notes Priority Collateral pursuant to this Trademark Security Agreement and the exercise of any right or remedy against the Notes Priority Collateral by the Revolving Collateral Agent hereunder are subject to the limitations and provisions of the Intercreditor Agreement. In the event of any conflict between the terms of the Intercreditor Agreement and the terms of this Trademark Security Agreement, the terms of the Intercreditor Agreement shall govern and control.[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

REV AMBULANCE GROUP ORLANDO, INC.,
a Florida corporation

By:


Name: Tim W. Sullivan
Title: President & Chief Executive Officer

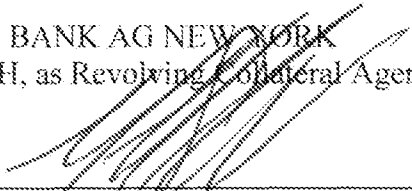
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[REV Group – Signature Page to ABL Trademark Security Agreement]

TRADEMARK
REEL: 005776 FRAME: 0550

ACCEPTED AND ACKNOWLEDGED BY:

DEUTSCHE BANK AG NEW YORK
BRANCH, as Revolving Collateral Agent

By: 
Name: Michael Shannon
Title: Vice President

By: 
Name: Peter Cucchiara
Title: Vice President

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

U.S. TRADEMARK APPLICATIONS AND REGISTRATIONS

Owner	Trademark Name	Application No.	Registration No.	Status
REV Ambulance Group Orlando, Inc.	CARE CADDY (standard character mark)	75496564	2268867	Registered
REV Ambulance Group Orlando, Inc.	CITIMEDIC (Stylized)	78239014	2938860	Registered
REV Ambulance Group Orlando, Inc.	COOL BAR (standard character mark)	85105962	4068236	Registered
REV Ambulance Group Orlando, Inc.	CRUSADER (standard character mark)	76203280	2858312	Registered
REV Ambulance Group Orlando, Inc.	DURALITE (standard character mark)	78295427	2961220	Registered
REV Ambulance Group Orlando, Inc.	ENTERSAFE (standard character mark)	85109599	4027023	Registered
REV Ambulance Group Orlando, Inc.	FIREMEDIC (Stylized)	75277962	2261938	Registered
REV Ambulance Group Orlando, Inc.	FRONTLINE	86846578		Pending
REV Ambulance Group Orlando, Inc.	IN SERVICE FOR LIFE (standard character mark)	85104170	3984329	Registered
REV Ambulance Group Orlando, Inc.	MAV and Design	75095775	2050808	Registered
REV Ambulance Group Orlando, Inc.	MCCOY MILLER	76415605	2702392	Registered
REV Ambulance Group Orlando, Inc.	MISCELLANOUS DESIGN (design only)	73604528	1424769	Registered
REV Ambulance Group Orlando, Inc.	MODUVAN (Stylized)	75929999	2421478	Registered
REV Ambulance Group Orlando, Inc.	P.A.F. SYSTEM PURE AIR FILTRATION SYSTEM and Design	75466130	2266756	Registered
REV Ambulance Group Orlando, Inc.	RESCUEFORCE SERIES BY WHEELED COACH and Design	77707416	3773284	Registered
REV Ambulance Group Orlando, Inc.	ROAD RESCUE (standard character mark)	75402695	2224117	Registered
REV Ambulance Group Orlando, Inc.	RR and Design	85104177	3984330	Registered
REV Ambulance Group Orlando, Inc.	SAFEPASS (standard character mark)	77643472	3994339	Registered
REV Ambulance Group Orlando, Inc.	STRIKEFORCE SERIES BY WHEELED COACH and Design	77708959	3773288	Registered
REV Ambulance Group Orlando, Inc.	U.S. AMBULANCE CORPORATION	86234492	4573950	Registered

Owner	Trademark Name	Application No.	Registration No.	Status
REV Ambulance Group Orlando, Inc.	U.S. AMBULANCE CORPORATION design	86977156		Allowed
REV Ambulance Group Orlando, Inc.	WHEELLED COACH design	86216334	4636277	Registered
REV Ambulance Group Orlando, Inc.	WHEELLED COACH design	73517942	1413260	Registered
REV Ambulance Group Orlando, Inc.	WHEELLED COACH standard character	86216370	4762914	Registered
REV Ambulance Group Orlando, Inc.	WHEELLED COACH TURBOAIR and Design	85381227	4180746	Registered
REV Ambulance Group Orlando, Inc.	Wing design	86216299	4636275	Registered

TRADEMARK
REEL: 005776 FRAME: 0553

RECORDED: 04/22/2016