OP \$240.00 4504188

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM410617

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
AVIATION WEST CHARTERS, LLC		12/30/2016	Limited Liability Company: DELAWARE
ALACURA MEDICAL TRANSPORTATION MANAGEMENT LLC		12/30/2016	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	MONROE CAPITAL MANAGEMENT ADVISORS, LLC, as Administrative Agent
Street Address:	c/o Monroe Capital LLC
Internal Address:	311 South Wacker Drive, Suite 6400
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark	
Registration Number:	4504188	AVIATION WEST CHARTERS	
Registration Number:	4446674	AW	
Registration Number:	4528712	ANGEL MEDFLIGHT PRODUCTIONS	
Registration Number:	4383869	A	
Registration Number:	4510496	MY REAL LIFE MOMENT	
Registration Number:	4095574	BEDSIDE-TO-BEDSIDE	
Registration Number:	4652371	ONE CALL ONE PERSON ONE TOUCH	
Serial Number:	87186043	MEDICAL TRANSPORTATION BENEFITS MANAGEME	
Serial Number:	87185221	ALACURA	

CORRESPONDENCE DATA

Fax Number: 3126984556

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: 312-641-2096

Email: edavenport@mcguirewoods.com

TRADEMARK

900389720 REEL: 005954 FRAME: 0217

Correspondent Name: Clayton J. Stallbaumer, McGuireWoods LLP

Address Line 1: 77 West Wacker Drive, Suite 4100
Address Line 4: Chicago, ILLINOIS 60601-1818

NAME OF SUBMITTER:	Clayton J. Stallbaumer			
SIGNATURE:	/Clayton J. Stallbaumer/			
DATE SIGNED:	12/30/2016			

Total Attachments: 6

source=Angel MedFlight - 04-01 - Trademark Security Agreement (signed)#page1.tif source=Angel MedFlight - 04-01 - Trademark Security Agreement (signed)#page2.tif source=Angel MedFlight - 04-01 - Trademark Security Agreement (signed)#page3.tif source=Angel MedFlight - 04-01 - Trademark Security Agreement (signed)#page4.tif source=Angel MedFlight - 04-01 - Trademark Security Agreement (signed)#page5.tif source=Angel MedFlight - 04-01 - Trademark Security Agreement (signed)#page6.tif

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), is executed by the undersigned (each, a "Grantor"), for the benefit of Monroe Capital Management Advisors, LLC, a Delaware limited liability company, as administrative agent for itself, the Lenders, and certain Affiliates of the Lenders (the "Administrative Agent"), in connection with a Guaranty and Collateral Agreement dated as of December 30, 2016, among Aviation West Charters, LLC, a Delaware limited liability company, as a "Grantor," the other "Grantors" party thereto, and Administrative Agent (as amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Collateral Agreement"). Capitalized terms not otherwise defined in this Agreement are being used in this Agreement as defined in the Guaranty and Collateral Agreement.

Pursuant to the Guaranty and Collateral Agreement, each Grantor has granted to Administrative Agent, for itself and the ratable benefit of the Lenders, a security interest in substantially all of its assets, including all of its right, title, and interest in, to, and under all now owned and hereafter acquired trademarks, trademark applications, trademark licenses, and all products and proceeds thereof, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Secured Obligations. Pursuant to the Guaranty and Collateral Agreement, each Grantor is required to execute and deliver to Administrative Agent, for itself and the ratable benefit of the Lenders, this Agreement.

In consideration of the mutual agreements set forth herein and in the Credit Agreement and the Guaranty and Collateral Agreement, each Grantor does hereby grant to Administrative Agent, for itself and the ratable benefit of the Lenders and (to the extent provided in this Agreement and the Guaranty and Collateral Agreement) their Affiliates, a continuing security interest in all of that Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired:

- (1) each Trademark and Trademark application, including, without limitation, each Trademark and Trademark application referred to in <u>Schedule 1</u>, together with any renewals or divisionals thereof and all goodwill associated therewith (though excluding any "intent to use" Trademark application for which a statement of use has not been filed and accepted with the United States Patent and Trademark Office); and
- all products and Proceeds of the foregoing, including, without limitation, any royalties or any claim by that Grantor against third parties for past, present or future infringement of any Trademark, including, without limitation, any Trademark referred to in <u>Schedule 1</u> and any Trademark issued pursuant to a Trademark application referred to in <u>Schedule 1</u> (items (1) and (2) being herein collectively referred to as the "Trademark Collateral").

This security interest is granted in conjunction with the security interests granted to Administrative Agent pursuant to the Guaranty and Collateral Agreement and subject to limitations set forth therein and in the Credit Agreement. Each Grantor hereby acknowledges and

affirms that the rights and remedies of Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Credit Agreement and in the Guaranty and Collateral Agreement, the terms and provisions of each of which are incorporated by reference herein as if fully set forth herein.

As used in this Agreement, the capitalized terms "Proceeds" and "Trademarks" are as defined in Guaranty and Collateral Agreement. Those definitions, in relevant part, *mutatis mutandis*, are provided below for convenience only and do not affect the construction of this Agreement, the Credit Agreement, or the Guaranty and Collateral Agreement:

"<u>Proceeds</u>" means all "proceeds" as such term is defined in Section 9-102(a)(64) of the Uniform Commercial Code as in effect on the Closing Date and from time to time in the State of Illinois.

"Trademarks" means (a) all trademarks, trade names, corporate names, Grantor names, business names, fictitious business names, trade styles, service marks, logos, and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith (other than any "intent-to-use" applications), whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto; and (b) the right to obtain all renewals thereof.

[Signature pages follow]

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Each Grantor is signing this Trademark Security Agreement as of the date stated in the introductory clause.

> AVIATION WEST CHARTERS, LLC, a Delaware limited liability company, as a Grantor

By: Name: D. Brian Karr

Title: Chief Pinancial Officer and Secretary

ALACURA MEDICAL TRANSPORTATION MANAGEMENT LLC,

a Delaware limited liability company, as a Grantor

By:

Name: D. Brian Karr

Title: Chief Financial Officer and Secretary

Signature page to Trademark Security Agreement—Angel MedFlight

TRADEMARK

REEL: 005954 FRAME: 0221

Acknowledged:

MONROE CAPITAL MANAGEMENT ADVISORS, LLC, as Administrative Agent

By:

Name: Matthew R. Lane Title: Managing Director

SCHEDULE 1

TRADEMARK COLLATERAL

Aviation West Charters, LLC	Aviation West Charters, LLC	Aviation West Charters, LLC An	Aviation West Charters, LLC A	Grantor Tra Aviation West Charters, LLC
My Real Life Moment®	A logo	Angel MedFlight Productions & logo	Aviation West Charters, Inc.® logo	Frademark; Trademark Application Aviation West Charters®
U.S. Trademark Reg. No. 4,510,496 (Registered 4/8/14)	U.S. Trademark Reg. No. 4,383,869 (Registered 8/13/13)	U.S. Trademark Reg. No. 4,528,712 (Registered 5/13/2014)	U.S. Trademark Reg. No. 4,446,674 (Registered 12/10/13)	Registration Information; Application Information U.S. Trademark Reg. No. 4,504,188 (Registered 4/1/14)

RECORDED: 12/30/2016

Alacura Medical Transportation Management LLC	Alacura Medical Transportation Management LLC		Aviation West Charters, LLC	Grantor Aviation West Charters, LLC
ALACURA and Wing Design	MEDICAL TRANSPORTATION BENEFITS MANAGEMENT	One Call One Person One Touch	ONE CALL ONE PERSON ONE	Trademark; Trademark Application Bedside-to-Bedside®
U.S. Trademark Application Serial No. 87185221 (filed 9/27/16)	U.S. Trademark Application Serial No. 87186043 (filed 9/28/16)		U.S. Trademark Reg. No. 4,652,371 (registered 12/9/14)	Registration Information; Application Information U.S. Trademark Reg. No. 4,095,574 (registered 2/7/12)