

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM424679

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Air Methods Corporation		04/21/2017	Corporation: DELAWARE
Native Air Services, Inc.		04/21/2017	Corporation: NEVADA
Native American Air Ambulance, Inc.		04/21/2017	Corporation: NEVADA
Rocky Mountain Holdings, LLC		04/21/2017	Limited Liability Company: DELAWARE
LifeNet, Inc.		04/21/2017	Corporation: MISSOURI
Helicopter Consultants of Maui, LLC		04/21/2017	Limited Liability Company: HAWAII
Advantage LLC		04/21/2017	Limited Liability Company: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	Royal Bank of Canada, as collateral agent
<b>Street Address:</b>	20 King Street West, 4th Floor
<b>City:</b>	Toronto
<b>State/Country:</b>	CANADA
<b>Postal Code:</b>	ON M5H 1C4
<b>Entity Type:</b>	Public Company: CANADA

## PROPERTY NUMBERS Total: 21

Property Type	Number	Word Mark
<b>Registration Number:</b>	3748218	A DEPARTMENT OF AIR METHODS CORPORATION
<b>Registration Number:</b>	1345108	AIR LIFE
<b>Registration Number:</b>	4128013	AIR METHODS
<b>Registration Number:</b>	2347187	AIR METHODS
<b>Registration Number:</b>	2345539	AIRMETHODS
<b>Registration Number:</b>	3748197	COMPLETE BILLING SOLUTIONS A DEPARTMENT
<b>Registration Number:</b>	4818935	DEFENDERS OF TOMORROW
<b>Registration Number:</b>	4482033	UNITED ROTORCRAFT
<b>Serial Number:</b>	86961894	AIRCOM
<b>Registration Number:</b>	2383383	COMPLETE BILLING SOLUTIONS
<b>Registration Number:</b>	4133449	LIFE NET

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	2211603	LIFE NET
Registration Number:	2202654	BLUE HAWAIIAN HELICOPTERS
Registration Number:	2147847	BLUE HAWAIIAN HELICOPTERS
Registration Number:	2146548	DREAMS COME TRUE WITH BLUE HAWAIIAN
Registration Number:	3128225	
Serial Number:	87224946	BLUE HAWAIIAN
Registration Number:	2819250	NATIVE AIR
Registration Number:	3372157	NATIVE AIR
Registration Number:	4923364	LIFESHIELD ALLIANCE
Registration Number:	3024887	LIFENET

**CORRESPONDENCE DATA**

Fax Number: 2028357586

*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: 2028357500

Email: dcip@milbank.com

Correspondent Name: Javier J. Ramos

Address Line 1: 1850 K Street, NW, Suite 1100

Address Line 2: Milbank, Tweed, Hadley & McCloy, LLP

Address Line 4: Washington, D.C. 20006

ATTORNEY DOCKET NUMBER:	22946.02600
NAME OF SUBMITTER:	Javier J. Ramos
SIGNATURE:	/Javier J, Ramos/
DATE SIGNED:	04/23/2017

**Total Attachments: 8**

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TRADEMARK SECURITY AGREEMENT

(Trademarks and Trademark Licenses)

TRADEMARK SECURITY AGREEMENT, dated as of April 21, 2017, between each of the grantors listed on the signatures pages hereto (the “*Grantors*”), and ROYAL BANK OF CANADA, as Collateral Agent.

WHEREAS, the Grantors own, or in the case of Trademark Licenses are party to, the Trademark Collateral (as defined below);

WHEREAS, AIR METHODS CORPORATION (as successor by merger to ASP AMC Merger Sub, Inc., a Delaware corporation) (the “*Borrower*”), ASP AMC INTERMEDIATE HOLDINGS, INC. (“*Holdings*”), certain Subsidiaries party thereto from time to time, the Lenders party thereto and Royal Bank of Canada, as Collateral Agent and Administrative Agent, are parties to a Credit Agreement, dated as of April 21, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “*Credit Agreement*”);

WHEREAS, pursuant to (i) a Security Agreement, dated as of April 21, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “*Security Agreement*”), among the Borrower, the Guarantors party thereto and Royal Bank of Canada, as Collateral Agent for the Secured Parties referred to therein (in such capacity, together with its successors in such capacity, the “*Grantee*”), and (ii) certain other Security Documents (including this Trademark Security Agreement), the Grantors secure the Secured Obligations by granting to the Grantee for the benefit of such Secured Parties a continuing security interest in the Collateral of the Grantors, including all right, title and interest of the Grantors in, to and under the Trademark Collateral (as defined below); and

WHEREAS, terms defined in the Security Agreement (or whose definitions are incorporated by reference in Section 1 of the Security Agreement) and not otherwise defined herein have, as used herein, the respective meanings provided for therein;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, subject to and upon the terms and conditions contained in the Security Agreement, the Grantors hereby grant to the Grantee, to secure the Secured Obligations, a continuing security interest in all of the Grantors’ right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the “*Trademark Collateral*”), whether now owned or existing or hereafter acquired or arising:

(i) each United States Trademark constituting Recordable Intellectual Property owned by the Grantors, including, without limitation, each Trademark registration and application referred to in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark;

(ii) each Trademark License constituting Recordable Intellectual Property to which the Grantors are party, including, without limitation, each Trademark License identified in Schedule 1 hereto; and

(iii) all Proceeds of and revenues from the foregoing;

provided that, notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include any Excluded Assets.

THE PARTIES HERETO AUTHORIZE AND REQUEST THAT THE COMMISSIONER OF PATENTS AND TRADEMARKS OF THE UNITED STATES RECORD THIS SECURITY INTEREST IN THE TRADEMARK COLLATERAL TO THE EXTENT SUCH TRADEMARK COLLATERAL CONSTITUTES RECORDABLE INTELLECTUAL PROPERTY.

Upon any termination or release of the Trademark Collateral pursuant to paragraphs 15(a) through 15(c) of the Security Agreement, the Collateral Agent shall, at the expense of the relevant Grantor, promptly execute and deliver to such Grantor all UCC termination statements, releases of Intellectual Property Filings, and similar documents and take such other actions (including, without limitation, making of all filings) as such Grantor shall reasonably request in writing to evidence such termination or release of the Trademark Collateral.

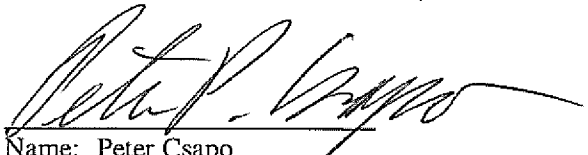
The foregoing security interest is granted in conjunction with the security interests granted by the Grantors to the Grantee pursuant to the Security Agreement. The Grantors acknowledge and affirm that the rights and remedies of the Grantee with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the provisions of this Trademark Security Agreement and the provisions of the Security Agreement, the provisions of the Security Agreement shall govern.

The parties hereto acknowledge and agree that this Trademark Security Agreement shall be construed in accordance with and governed by the laws of the State of New York.

[Signature Pages Follow]

IN WITNESS WHEREOF, the Grantors have caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the date first written above.

AIR METHODS CORPORATION  
NATIVE AIR SERVICES, INC.  
NATIVE AMERICAN AIR AMBULANCE,  
INC.

By:   
Name: Peter Csapo  
Title: Chief Financial Officer

ROCKY MOUNTAIN HOLDINGS, L.L.C.  
LIFENET, INC.

By: \_\_\_\_\_  
Name: Aaron Todd  
Title: President

HELICOPTER CONSULTANTS OF MAUI,  
LLC

By: \_\_\_\_\_  
Name: Christopher J. Brady  
Title: Vice President

ADVANTAGE LLC

By: \_\_\_\_\_  
Name: Michael Allen  
Title: Manager

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

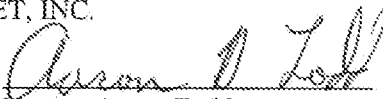
**TRADEMARK**  
**REEL: 006040 FRAME: 0125**

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NATIVE AMERICAN AIR AMBULANCE,  
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By: \_\_\_\_\_  
Name: Peter Csapo  
Title: Chief Financial Officer

ROCKY MOUNTAIN HOLDINGS, L.L.C.  
LIFENET, INC.

By:   
Name: Aaron Todd  
Title: President

HELICOPTER CONSULTANTS OF MAUI,  
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By: \_\_\_\_\_  
Name: Christopher J. Brady  
Title: Vice President

ADVANTAGE LLC

By: \_\_\_\_\_  
Name: Michael Allen  
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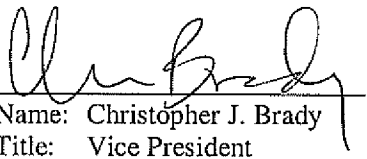
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NATIVE AMERICAN AIR AMBULANCE,  
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LIFENET, INC.

By: \_\_\_\_\_  
Name: Aaron Todd  
Title: President

HELICOPTER CONSULTANTS OF MAUI,  
LLC

By:   
Name: Christopher J. Brady  
Title: Vice President

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Name: Michael Allen  
Title: Manager

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NATIVE AMERICAN AIR AMBULANCE,  
INC.

By: \_\_\_\_\_  
Name: Peter Csapo  
Title: Chief Financial Officer

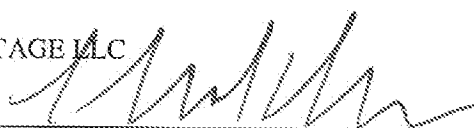
ROCKY MOUNTAIN HOLDINGS, L.L.C.  
LIFENET, INC.

By: \_\_\_\_\_  
Name: Aaron Todd  
Title: President

HELICOPTER CONSULTANTS OF MAUI,  
LLC

By: \_\_\_\_\_  
Name: Christopher J. Brady  
Title: Vice President

ADVANTAGE LLC

By:  \_\_\_\_\_  
Name: Michael Allen  
Title: Manager

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]



Acknowledged:

ROYAL BANK OF CANADA,  
as Collateral Agent

By:   
Name: \_\_\_\_\_  
Title: Ann Hurley  
Manager, Agency

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

**Schedule 1  
to Trademark Security Agreement**

**TRADEMARKS**

<b>Grantor</b>	<b>Title</b>	<b>Status (Application/Registered)</b>	<b>Application/Registration No. (as applicable)</b>
Air Methods Corporation	A DEPARTMENT OF AIR METHODS CORPORATION COMPLETE BILLING SOLUTIONS and Design	Registered	3748218
Air Methods Corporation	AIR LIFE	Registered	1345108
Air Methods Corporation	AIR METHODS and Design	Registered	4128013
Air Methods Corporation	AIR METHODS	Registered	2347187
Air Methods Corporation	AIR METHODS and Design	Registered	2345539
Air Methods Corporation	COMPLETE BILLING SOLUTIONS A DEPARTMENT OF AIR METHODS CORPORATION and Design	Registered	3748197
Air Methods Corporation	DEFENDERS OF TOMORROW	Registered	4818935
Air Methods Corporation	UNITED ROTORCRAFT	Registered	4482033
Air Methods Corporation	AIRCOM	Application	86961894
Rocky Mountain Holdings, LLC	COMPLETE BILLING SOLUTIONS and Design	Registered	2383383
Rocky Mountain Holdings, LLC	LIFE NET	Registered	4133449
Rocky Mountain Holdings, LLC	LIFE NET	Registered	2211603
Helicopter Consultants of Maui, LLC	BLUE HAWAIIAN HELICOPTERS and Design	Registered	2202654
Helicopter Consultants of Maui, LLC	BLUE HAWAIIAN HELICOPTERS and Design	Registered	2147847
Helicopter Consultants of Maui, LLC	DREAMS COME TRUE WITH BLUE HAWAIIAN (Stylized)	Registered	2146548
Helicopter Consultants of Maui, LLC	Design Only	Registered	3128225
Helicopter Consultants of Maui, LLC	BLUE HAWAIIAN	Application	87224946
Native Air Services, Inc.	NATIVE AIR & Design	Registered	2819250
Native American Air Ambulance, Inc.	NATIVE AIR	Registered	3372157
Advantage LLC	LIFESHIELD ALLIANCE	Registered	4923364
Lifenet, Inc.	LIFE NET	Registered	3024887

**TRADEMARK LICENSES**

None.