

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM425742

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Priority Ambulance Holdings, LLC		04/12/2017	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Priority Ambulance, LLC		
Street Address:	23200 North Pima Rd.		
Internal Address:	Suite 210		
City:	Scottsdale		
State/Country:	ARIZONA		
Postal Code:	85255		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4736311	PRIORITY AMBULANCE	
CORRESPONDENCE DATA			
Fax Number:	3105572193		
<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:	310-557-2900		
Email:	klathrop@proskauer.com		
Correspondent Name:	PROSKAUER ROSE LLP		
Address Line 1:	2049 CENTURY PARK EAST, SUITE 3200		
Address Line 2:	C/O KIMBERLEY A. LATHROP		
Address Line 4:	LOS ANGELES, CALIFORNIA 90067		
ATTORNEY DOCKET NUMBER:	50606.005 TM Assignment		
NAME OF SUBMITTER:	Kimberley A. Lathrop		
SIGNATURE:	/Kimberley A. Lathrop/		
DATE SIGNED:	05/01/2017		
Total Attachments: 3			
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TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Assignment"), dated as of April 12, 2017, is made and entered into by and between Priority Ambulance Holdings, LLC, a Delaware limited liability company ("Assignor"), and Priority Ambulance, LLC, a Delaware limited liability company ("Assignee").

WHEREAS, Assignor owns all right, title, and interest in and to the trademark and trademark registration identified on Schedule A attached hereto (the "Mark");

WHEREAS, Assignee desires to acquire the Mark, along with the goodwill of the business appurtenant to the Mark, and to which the Mark pertains; and

WHEREAS, Assignor has agreed to assign to Assignee all of Assignor's right, title, and interest in and to the Mark, together with the goodwill associated therewith.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignor hereby irrevocably sells, transfers, conveys, and assigns to Assignee, its successors and assigns, Assignor's entire right, title and interest in and to the Mark, including, without limitation, all registrations and applications therefor and the right to apply for and register the Mark, in the United States of America and all foreign countries, together with the goodwill of Assignor's business in which the Mark is used and symbolized by the Mark, all common law and statutory rights related thereto, all rights of renewal and extension, and the right to sue and recover for damages and profits for past infringements thereof.

2. Upon Assignee's request and at Assignee's sole cost and expense, Assignor will promptly: (a) execute and deliver to Assignee any and all other documents of any kind whatsoever, and to provide whatever information may be required, to carry out the terms and intent of this Assignment; and (b) fully cooperate with Assignee, as reasonably required, to enable Assignee to duly record this Assignment with the United States Patent and Trademark Office so that Assignee's ownership of the Mark is duly made of record in the United States.

3. This Assignment will be governed by and construed in accordance with the laws of Delaware without reference to principles of conflicts of law.

[Signature Page Follows]

SCHEDULE A

Mark

MARK	Jurisdiction	Serial No.	Registration No.	Registration Date	Class & Services
PRIORITY AMBULANCE	USA	8617993	4736311	May 12, 2015	IC 039. US 100 105. G & S: Ambulance transport services. 101. G & S: Ambulance services, namely, emergency and non-emergency medical response services.