

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM426169

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PRIORTIY AMBULANCE, LLC		04/12/2017	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	MONROE CAPITAL MANAGEMENT ADVISORS, LLC		
Street Address:	311 SOUTH WACKER DRIVE		
Internal Address:	SUITE 6400		
City:	CHICAGO		
State/Country:	ILLINOIS		
Postal Code:	60606		
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 SEC AGMT		
NAME OF SUBMITTER:	Kimberley A. Lathrop		
SIGNATURE:	/Kimberley A. Lathrop/		
DATE SIGNED:	05/04/2017		
Total Attachments: 4			
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this “Agreement”), is executed by the undersigned (“Grantor”) for the benefit of MONROE CAPITAL MANAGEMENT ADVISORS, LLC, a Delaware limited liability company, as administrative agent (in such capacity, together with its successors and assigns, the “Administrative Agent”) for the Lenders, in connection with a Guaranty and Collateral Agreement dated as of April 12, 2017, among 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, Grantor has granted to Administrative Agent, for the ratable benefit of the Lenders and the Administrative Agent, a security interest in substantially all of its assets (including the Trademark Collateral, as defined below), as collateral security for the prompt and complete payment and performance when due of the Secured Obligations. Pursuant to the Guaranty and Collateral Agreement, Grantor is required to execute and deliver to Administrative Agent, for the ratable benefit of the Lenders and the Administrative Agent, this Agreement.

In consideration of the mutual agreements set forth herein and in the Credit Agreement and the Guaranty and Collateral Agreement, Grantor does hereby grant to Administrative Agent, for the ratable benefit of the Lenders and the Administrative Agent, a continuing security interest in all of 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 referred to in Schedule 1, together with any renewals or divisionals thereof and all goodwill associated therewith; and
- (2) all products and Proceeds of the foregoing, including, without limitation, any royalties or any claim by Grantor against third parties for past, present or future infringement of any Trademark referred to in Schedule 1 and any Trademark issued pursuant to a Trademark application referred to in Schedule 1 (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 Loan Documents. 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 Loan Documents, the terms and provisions of each of which are incorporated by reference herein as if fully set forth herein.

[Signature pages follow]

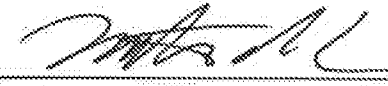
Grantor is signing this Trademark Security Agreement as of the date stated in the introductory clause.

PRIORITY AMBULANCE, LLC,
a Delaware limited liability company,
as a Grantor

By: Yusuf P. Poonj
Name: Yusuf P. Poonj
Title: CEO

Acknowledged:

MONROE CAPITAL MANAGEMENT
ADVISORS, LLC, as Administrative Agent

By: 

Name: Matthew R. Lane

Title: Managing Director

SCHEDULE 1

TRADEMARK COLLATERAL

Grantor	Trademark Number	Trademark Application Number	Trademark Registration Number	Date of Application	Date of Registration
Priority ¹	Serial Number: 86179935	N/A	4736311	January 30, 2014	May 12, 2015

¹ Registered to Topco prior to the Closing Date, assignment to Priority to be recorded in accordance with Section 10.12.5 of the Credit Agreement.