

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM465741

| | | | |
|-----------------------------------|--------------------------------|--|----------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | Release of Specified Interests | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| JPMorgan Chase Bank, N.A. | | 03/14/2018 | Association: UNITED STATES |
| RECEIVING PARTY DATA | | | |
| Name: | R/M Management Co., Inc. | | |
| Street Address: | 1A Burton Hills Blvd. | | |
| City: | Nashville | | |
| State/Country: | TENNESSEE | | |
| Postal Code: | 37215 | | |
| Entity Type: | Corporation: ARIZONA | | |
| PROPERTY NUMBERS Total: 20 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3022891 | | |
| Registration Number: | 2956911 | | |
| Registration Number: | 3021707 | SW+ | |
| Registration Number: | 2830121 | R/M | |
| Registration Number: | 2775781 | SW+ | |
| Registration Number: | 2829946 | SOUTHWEST AMBULANCE | |
| Registration Number: | 2758901 | KIDZULANCE | |
| Registration Number: | 2090501 | RURAL/METRO | |
| Registration Number: | 4281642 | BOWERS AMBULANCE | |
| Registration Number: | 4366750 | BOWERS AMBULANCE A RURAL/METRO COMPANY | |
| Registration Number: | 4183351 | PACIFIC AMBULANCE | |
| Registration Number: | 4287787 | PACIFIC AMBULANCE A RURAL/METRO COMPANY | |
| Registration Number: | 4315620 | PP PRIDEMARK PARAMEDIC SERVICES A RURAL/ | |
| Registration Number: | 2323875 | PRIDEMARK | |
| Registration Number: | 2319022 | PRIDEMARK | |
| Registration Number: | 2228102 | PRIDEMARK PARAMEDIC SERVICES, L.L.C. | |
| Registration Number: | 4674874 | RURAL/METRO FIRE DEPT. | |
| Registration Number: | 4674872 | RURAL/METRO | |
| Registration Number: | 4667047 | | |

OP \$515.00 3022891

TRADEMARK

| Property Type | Number | Word Mark |
|----------------------|---------|-----------|
| Registration Number: | 4667045 | |

CORRESPONDENCE DATA

Fax Number: 8009144240

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: 800-713-0755

Email: Michael.Violet@wolterskluwer.com

Correspondent Name: CT Corporation

Address Line 1: 4400 Easton Commons Way

Address Line 2: Suite 125

Address Line 4: Columbus, OHIO 43219

| | |
|---------------------------|------------------|
| NAME OF SUBMITTER: | Elaine Carrera |
| SIGNATURE: | /Elaine Carrera/ |
| DATE SIGNED: | 03/15/2018 |

Total Attachments: 7

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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

JPMorgan Chase Bank, N.A.

- Individual(s)
- Partnership
- Corporation- State: _____
- Other _____
- Association
- Limited Partnership

Citizenship (see guidelines) USA

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) March 14, 2018

- Assignment
- Security Agreement
- Other Release of Specified Interests
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: R/M Management Co., Inc.

Street Address: 1A Burton Hills Blvd.

City: Nashville

State: TN

Country: USA Zip: 37215

- Individual(s) Citizenship _____
- Association Citizenship _____
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship USA-AZ
- Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) Text

See Schedule I

B. Trademark Registration No.(s)

See Schedule I

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Elaine Carrera, Legal Assistant

Internal Address: _____

Street Address: c/o Cahill Gordon & Reindel LLP
80 Pine Street

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3365

Docket Number: _____

Email Address: ecarrera@cahill.com

6. Total number of applications and registrations involved:

20

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:

Elaine Carrera

Signature

March 14, 2018

Date

Elaine Carrera

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: **7**

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

RELEASE OF SPECIFIED SECURITY INTERESTS IN TRADEMARKS

This RELEASE OF SPECIFIED SECURITY INTERESTS IN TRADEMARKS (this “Release”), dated as of March 14, 2018 (the “Effective Date”), is made by JPMorgan Chase Bank, N.A., in its capacity as collateral agent (the “Term Loan Collateral Agent”), in favor of the grantor party identified on the signature page hereto (the “Grantor”).

WHEREAS, pursuant to that certain Guarantee and Collateral Agreement, dated as of May 25, 2011, by and among the Term Loan Collateral Agent (as successor in interest to Deutsche Bank AG New York Branch (the “Prior Term Loan Collateral Agent”), the Grantor, Envision Healthcare Corporation (the “Borrower”) and certain other parties thereto (as amended, amended and restated, waived, supplemented or otherwise modified from time to time, the “Term Loan Security Agreement”), the Grantor granted to the Term Loan Collateral Agent, in its capacity as collateral agent, a security interest in and to certain collateral;

WHEREAS, pursuant to the Term Loan Security Agreement, R/M Management Co., Inc. executed and delivered a Term Loan Notice and Confirmation of Grant of Security Interest in Trademarks, dated as of January 25, 2016, for recordal with the United States Patent and Trademark Office on January 28, 2016 at Reel/Frame 005718/0642 (the “Term Loan Trademark Security Agreement”);

WHEREAS, the Term Loan Collateral Agent, the Prior Term Loan Collateral Agent, the Borrower and certain other parties entered into that certain Agency Transfer Agreement, dated as of December 1, 2016, whereby the Prior Term Loan Collateral Agent resigned as Administrative Agent and Collateral Agent and was succeeded to and replaced by the Term Loan Collateral Agent as successor Administrative Agent and Collateral Agent;

WHEREAS, the Prior Term Loan Collateral Agent and the Term Loan Collateral Agent are party to that certain Notice of Succession of Agency, dated as of February 3, 2017 and recorded with the United States Patent and Trademark Office on February 7, 2017 at Reel/Frame 5990/0827, pursuant to which the Prior Term Loan Collateral Agent and the Term Loan Collateral Agent agreed that the Prior Term Loan Agent’s security interest in certain trademark registrations and applications arising under the Term Loan Security Agreement, including the trademark registrations and applications set forth Schedule I attached hereto (the “Released Trademark Collateral”), was succeeded by and transferred to the Term Loan Collateral Agent; and

WHEREAS, in reliance on the Grantor’s representations and warranties concerning the transactions referenced in that certain letter agreement, dated as of March 14, 2018, by and among the Borrower, the Term Loan Collateral Agent and Deutsche Bank AG New York Branch (the “Officer’s Certificate”), the Term Loan Collateral Agent has agreed to release its security interest in certain specified collateral upon the consummation of the Sale (as defined in the Officer’s Certificate);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Term Loan Collateral Agent hereby agrees as follows:

1. Defined Terms. All capitalized terms used, but not otherwise defined herein, shall have the respective meanings ascribed in or otherwise referenced in the Term Loan Security Agreement or the Term Loan Trademark Security Agreement, as applicable.

2. Release of Specified Collateral. The Term Loan Collateral Agent, without covenant or warranty, express or implied, without recourse to it, and in reliance on the Officer's Certificate, hereby releases, discharges, terminates and cancels all of its security interest in and to the Released Trademark Collateral. If and to the extent that the Term Loan Collateral Agent has acquired any right, title or interest in and to the Released Trademark Collateral under the Term Loan Trademark Security Agreement, the Term Loan Collateral Agent, without representation or warranty of any kind, hereby re-transfers, re-conveys and re-assigns such right, title or interest to the Grantor.

3. Limitation. This Release is applicable only and solely with respect to the Released Trademark Collateral and to no other collateral arising under the Term Loan Security Agreement or the Term Loan Trademark Security Agreement. The Term Loan Collateral Agent retains all security interests, liens, rights, titles and interests pledged and granted to the Term Loan Collateral Agent under the Term Loan Security Agreement and the Term Loan Trademark Security Agreement with respect to all such other collateral (the "Retained Collateral"), and the Term Loan Collateral Agent's security interest, liens, rights, titles and interests in such Retained Collateral shall not, and shall not be deemed to, be impaired, interrupted or otherwise modified in any respect by this Release.

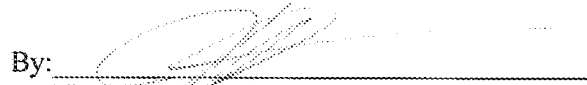
4. Further Assurances. The Term Loan Collateral Agent agrees to take all further actions, and provide to the Grantor and its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by the Grantor, at the Grantor's sole cost and expense, to more fully and effectively effectuate the purposes of this Release.

5. Governing Law. This Release shall be governed exclusively under the laws of the State of New York, without regard to conflicts of law or choice of law principles.

IN WITNESS WHEREOF, the Term Loan Collateral Agent has caused this Release to be executed by its duly authorized representative as of the Effective Date:

[Signature Pages Follow]

JPMORGAN CHASE BANK, N.A., acting in
its capacity as Collateral Agent for the Secured
Parties

By: 
Name: John A. Horst
Title: Executive Director

GRANTOR:

R/M MANAGEMENT CO., INC.

By: 

Name: Craig A. Wilson

Title: Secretary

Schedule I

| Trademark | Owner | App. No. | Filing Date | Reg. No. | Reg. Date |
|--|--------------------------|------------|-------------|----------|------------|
| Design Only | R/M Management Co., Inc. | 78-244,686 | 5/1/2003 | 3022891 | 12/6/2005 |
| Design Only | R/M Management Co., Inc. | 78-244,673 | 5/1/2003 | 2956911 | 5/31/2005 |
| SW+ (and Design) | R/M Management Co., Inc. | 78-241,870 | 4/24/2003 | 3021707 | 11/29/2005 |
| R/M (and Design) | R/M Management Co., Inc. | 78-239,674 | 4/18/2003 | 2830121 | 4/6/2004 |
| SW+ (and Design) | R/M Management Co., Inc. | 78-188,019 | 11/22/2002 | 2775781 | 10/21/2003 |
| Southwest Ambulance | R/M Management Co., Inc. | 78-186,660 | 11/19/2002 | 2829946 | 4/6/2004 |
| Kidzulance | R/M Management Co., Inc. | 78-137,136 | 6/19/2002 | 2758901 | 9/2/2003 |
| Rural/Metro | R/M Management Co., Inc. | 75-020,135 | 11/14/1995 | 2090501 | 8/26/1997 |
| Bowers Ambulance | R/M Management Co., Inc. | 85-500,042 | 12/20/2011 | 4281642 | 1/29/2013 |
| Bowers Ambulance a Rural/Metro Company (and Design) | R/M Management Co., Inc. | 85-499,906 | 12/20/2011 | 4366750 | 7/16/2013 |
| Pacific Ambulance | R/M Management Co., Inc. | 85-500,056 | 12/20/2011 | 4183351 | 7/31/2012 |
| Pacific Ambulance a Rural/Metro Company (and Design) | R/M Management Co., Inc. | 85-499,920 | 12/20/2011 | 4287787 | 2/12/2013 |
| PP Pridemark Paramedic Services a Rural/Metro Company (and Design) | R/M Management Co., Inc. | 85-499,933 | 12/20/2011 | 4315620 | 4/9/2013 |
| Pridemark | R/M Management Co., Inc. | 75-625,778 | 1/21/1999 | 2323875 | 2/29/2000 |
| Pridemark | R/M Management Co., Inc. | 75-624,446 | 1/21/1999 | 2319022 | 2/15/2000 |
| Pridemark Paramedic Services, L.L.C. (and Design) | R/M Management Co., Inc. | 75-409,154 | 12/22/1997 | 2228102 | 3/2/1999 |

| Trademark | Owner | App. No. | Filing Date | Reg. No. | Reg. Date |
|---|--------------------------------|------------|-------------|----------|-----------|
| | Inc. | | | | |
| Rural/Metro Fire Department (and Design) | R/M Management Co., Inc. | 86-293,505 | 5/28/2014 | 4674874 | 1/20/2015 |
| Rural/Metro (and Design) | R/M Management Co., Inc. | 86-293,475 | 5/28/2014 | 4674872 | 1/20/2015 |
| Design Only | R/M Management Co., Inc. | 86-293,433 | 5/28/2014 | 4667047 | 1/6/2015 |
| Design Only | R/M Management Co., Inc. | 86-293,405 | 5/28/2014 | 4667045 | 1/6/2015 |