

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM465960

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of Specified Security Interests in Trademarks Recorded at Reel 4554, Frame 0293		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Deutsche Bank AG New York Branch, as collateral agent		03/14/2018	Banking Corporation: GERMANY
RECEIVING PARTY DATA			
Name:	American Medical Response, Inc.		
Street Address:	6200 S. Syracuse Way, Suite 200		
City:	Greenwood Village		
State/Country:	COLORADO		
Postal Code:	80111		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	2193012	AMR	
Registration Number:	2193013	AMERICAN MEDICAL RESPONSE	
Registration Number:	2429030	AMR	
Registration Number:	3255197	NCTI NATIONAL COLLEGE OF TECHNICAL INSTR	
Registration Number:	3226157	NATIONAL COLLEGE OF TECHNICAL INSTRUCTIO	
CORRESPONDENCE DATA			
Fax Number:	2134522329		
<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:	2136207848		
Email:	iprecordations@whitecase.com		
Correspondent Name:	Justine Lu/White & Case LLP		
Address Line 1:	555 South Flower Street, 2700		
Address Line 4:	Los Angeles, CALIFORNIA 90071		
ATTORNEY DOCKET NUMBER:	1111779-2224-S16		
NAME OF SUBMITTER:	Justine Lu		
SIGNATURE:	/Justine Lu/		
DATE SIGNED:	03/16/2018		

CH \$140.00 2193012

Total Attachments: 5

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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 Deutsche Bank AG New York Branch, in its capacity as collateral agent (the “ABL Collateral Agent”), in favor of American Medical Response, Inc. (the “Grantor”).

WHEREAS, pursuant to that certain Guarantee and Collateral Agreement, dated as of May 25, 2011, by and among the ABL 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 “ABL Security Agreement”), the Grantor granted to the ABL Collateral Agent, in its capacity as collateral agent, a security interest in and to certain collateral;

WHEREAS, pursuant to the ABL Security Agreement, Grantor executed and delivered an ABL Notice and Confirmation of Grant of Security Interest in Trademarks, dated as of May 25, 2011, for recordal with the United States Patent and Trademark Office on June 3, 2011 at Reel 4554, Frame 0293 (the “ABL Trademark Security Agreement”).

WHEREAS, the Grantor granted the ABL Collateral Agent, under the terms of the ABL Notice and Confirmation of Grant of Security Interest in Trademarks, a security interest in all of its Trademarks, including those set forth in Schedule I attached hereto (the “Released Trademark Collateral”); 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, JPMorgan Chase Bank, N.A., and Deutsche Bank AG New York Branch (the “Officer’s Certificate”), the ABL 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 ABL 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 ABL Security Agreement or the ABL Trademark Security Agreement, as applicable.
2. Release of Specified Collateral. The ABL 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 ABL Collateral Agent has acquired any right, title or interest in and to the Released Trademark Collateral under the ABL Trademark Security Agreement, the ABL 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 ABL Security Agreement or the ABL Trademark Security Agreement. The ABL Collateral Agent retains all security interests, liens, rights, titles and interests pledged and granted to the ABL Collateral Agent under the ABL Security Agreement and the ABL Trademark Security Agreement with respect to all such other collateral (the “Retained Collateral”), and the ABL 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.

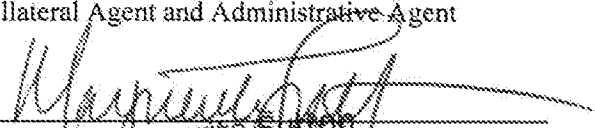
4. Further Assurances. The ABL Collateral Agent agrees to take all further actions, and provide to the Grantor and its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments),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

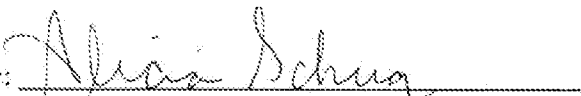
5. Governing Law. This Release shall be governed exclusively under the laws of the State of New York, without regard to conflicts of law or choice of law principles.

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

[Signature Pages Follow]


DEUTSCHE BANK AG NEW YORK BRANCH,
as Collateral Agent and Administrative Agent

By: 
Name: Marguerite Sutton
Title: Vice President

By: 
Name: Alicia Schug
Title: Vice President

GRANTOR:

AMERICAN MEDICAL RESPONSE, INC.

By: 
Name: Craig A. Wilson
Title: Secretary

Schedule I

**American Medical Response, Inc.
Reel 4554, Frame 0293**

<u>TRADEMARK</u>	<u>Status</u>	<u>App. No.</u>	<u>Filing Date</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
“AMR”, plus design including six-point cross, caduceus	Registered	75-116,927	6/10/1996	2,193,012	10/6/1998
“American Medical Response”, no design	Registered	75-117,063	6/7/1996	2,193,013	10/6/1998
“AMR”, plus design including U.S. map, six lines, six-point cross, caduceus	Registered	75-134,611	7/15/1996	2,429,030	2/20/2001
“NCTI”, plus zig-zag star design, encircled by “National College of Technical Instruction”	Registered	78-793,784	1/18/2006	3,255,197	6/26/2007
“National College of Technical Instruction”, no design	Registered	78-793,778	1/18/2006	3,226,157	4/3/2007