

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM493713

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
EmCare, Inc.		10/11/2018	Corporation: DELAWARE
Envision Healthcare Corporation		10/11/2018	Corporation: DELAWARE
Sheridan Healthcare, Inc.		10/11/2018	Corporation: DELAWARE
Imaging Advantage LLC		10/11/2018	Limited Liability Company: DELAWARE
Rose Radiology, LLC		10/11/2018	Limited Liability Company: TEXAS
Sheridan Radiology Management Services, Inc.		10/11/2018	Corporation: DELAWARE
Vista Staffing Solutions, Inc.		10/11/2018	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Citibank, N.A., as Collateral Agent
Street Address:	388 Greenwich St., 7th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10013
Entity Type:	Bank: SOUTH DAKOTA

PROPERTY NUMBERS Total: 64

Property Type	Number	Word Mark
Registration Number:	3387524	AMSURG
Registration Number:	4928076	CATARACT INNOVATOR
Registration Number:	4219271	CARE WRITEHR
Registration Number:	4777497	KAIZENOLOGY
Registration Number:	4777465	KAIZENOLOGY
Registration Number:	4438397	PERFORMANCE-DRIVEN PHYSICIAN SERVICES
Registration Number:	3938825	PREMIEHR NEONATOLOGY SERVICES
Registration Number:	3938824	PREMIEHR NEONATOLOGY SERVICES
Registration Number:	4598560	S H E R I D A N
Registration Number:	4355282	THE CLINICAL PRACTICE OF LEAN
Registration Number:	1317259	EMCARE

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	2463604	EMCARE
Registration Number:	4051267	ANESTHESIA CARE
Registration Number:	4913724	CARMA
Registration Number:	5138753	CREATING A BETTER HEALTHCARE EXPERIENCE.
Registration Number:	5138754	CREATING A BETTER HEALTHCARE EXPERIENCE.
Registration Number:	5138755	CREATING A BETTER HEALTHCARE EXPERIENCE.
Registration Number:	4991464	DASH
Registration Number:	4418741	DOOR-TO-DISCHARGE
Registration Number:	4051266	EMCARE INPATIENT SERVICES
Registration Number:	4529923	EMCARE'S DOOR TO DISCHARGE
Registration Number:	4786395	EVOLUTION HEALTH
Registration Number:	4732228	EVOLUTION HEALTH
Registration Number:	4786396	EVOLUTION HEALTH
Registration Number:	4676150	
Registration Number:	4676151	
Registration Number:	4676152	
Registration Number:	4591611	
Registration Number:	4591612	
Registration Number:	4591613	
Registration Number:	4591614	
Registration Number:	5151478	INTENSIVISION
Registration Number:	4591479	PIONEERING THE DELIVERY OF CARE
Registration Number:	4591480	PIONEERING THE DELIVERY OF CARE
Registration Number:	4591481	PIONEERING THE DELIVERY OF CARE
Registration Number:	4591482	PIONEERING THE DELIVERY OF CARE
Registration Number:	4513502	QUALITAS LOCUM TENENS
Registration Number:	4517191	QUALITAS LOCUM TENENS
Registration Number:	4644892	RAP&GO
Registration Number:	4644261	IMAGING ADVANTAGE
Registration Number:	2703247	NIGHTSHIFT RADIOLOGY
Registration Number:	4886485	SINGULARITY
Registration Number:	3755574	ALL THINGS TELERADIOLOGY
Registration Number:	3834170	GET TO THE POINT
Registration Number:	4063891	MOUSER
Registration Number:	3924159	RADSHARE
Registration Number:	3920137	RAYS
Registration Number:	4143511	RAYSTRACKER
Registration Number:	4524340	THROUGH THE EYES OF THE RADIOLOGIST

Property Type	Number	Word Mark
Registration Number:	3834135	VIDRAY
Registration Number:	3740742	VIDRAY
Registration Number:	4219272	CARE WRITEHR
Registration Number:	4015454	PREMIEHR
Registration Number:	3582444	SHERIDAN HEALTHCARE
Registration Number:	4122275	RADISPHERE
Registration Number:	4198909	RADISPHERE
Registration Number:	4198910	RADISPHERE
Registration Number:	4176055	RADISPHERE
Registration Number:	2741987	VISTA
Registration Number:	3177612	VISTA STAFFING
Registration Number:	2771664	VISTA STAFFING SOLUTIONS
Registration Number:	2218901	VISTA STAFFING SOLUTIONS
Serial Number:	86955501	TEMPO
Serial Number:	87438162	MAC PAIN CONSULTANTS

CORRESPONDENCE DATA

Fax Number: 8004947512
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: 202-370-4750
Email: ipteam@cogencyglobal.com
Correspondent Name: Melony Sot
Address Line 1: 1025 Vermont Ave NW, Suite 1130
Address Line 2: COGENCY GLOBAL INC.
Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER:	1003038 TM AGMT ABL
NAME OF SUBMITTER:	Sonya Jackman
SIGNATURE:	/SONYA JACKMAN/
DATE SIGNED:	10/12/2018

Total Attachments: 11
source=#91366981v1 - (Halley - ABL Trademark Security Agreement)#page3.tif
source=#91366981v1 - (Halley - ABL Trademark Security Agreement)#page4.tif
source=#91366981v1 - (Halley - ABL Trademark Security Agreement)#page5.tif
source=#91366981v1 - (Halley - ABL Trademark Security Agreement)#page6.tif
source=#91366981v1 - (Halley - ABL Trademark Security Agreement)#page7.tif
source=#91366981v1 - (Halley - ABL Trademark Security Agreement)#page8.tif
source=#91366981v1 - (Halley - ABL Trademark Security Agreement)#page9.tif
source=#91366981v1 - (Halley - ABL Trademark Security Agreement)#page10.tif
source=#91366981v1 - (Halley - ABL Trademark Security Agreement)#page11.tif
source=#91366981v1 - (Halley - ABL Trademark Security Agreement)#page12.tif

SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (this “Agreement”), dated as of October 11, 2018, is made by each entity listed on Annex I attached hereto (the “Grantors”), in favor of Citibank, N.A., as collateral agent (in such capacity, the “Agent”) for the benefit of the Secured Parties in connection with that certain ABL Credit Agreement, dated as of October 11, 2018 (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among Holdings, the Borrower, the lenders from time to time party thereto (each, a “Lender” and, collectively, together with the Swingline Lender, the “Lenders”), the issuers of letters of credit thereunder (each an “Letter of Credit Issuer” and together the “Letter of Credit Issuers”) and Citibank, N.A., as a Letter of Credit Issuer and the Swingline Lender and Citibank, N.A., as the Administrative Agent and the Collateral Agent for the benefit of the Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the ABL Credit Agreement, the Lenders have severally agreed to make loans to the Borrower, the Letter of Credit Issuers have agreed to issue Letters of Credit for the account of the Borrower, and the Swingline Lender has agreed to extend credit to the Borrower in the form of Swingline Loans, all upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, each Grantor and any Subsidiaries that become a party thereto, have executed and delivered the ABL Security Agreement, dated as of October 11, 2018 in favor of the Agent (together with all amendments, restatements, supplements and modifications, if any, from time to time thereafter made thereto, the “Security Agreement”);

WHEREAS, pursuant to the Security Agreement, each Grantor has granted to the Agent, for the benefit of the Secured Parties, a lien on and security interest in, all of its right, title and interest in, to and under certain Intellectual Property, including the Trademarks, that is not Excluded Property; and

NOW THEREFORE, in consideration of the premises and to induce the Administrative Agent, the Collateral Agent, the Lenders and the Letter of Credit Issuers to enter into the Credit Agreement and to induce the Lenders to make their respective Loans and issue their respective Letters of Credit and the Swingline Lender to extend Swingline Loans to the Borrower under the Credit Agreement and to induce one or more Cash Management Banks or Hedge Banks to enter into Secured Cash Management Agreements or Secured Hedge Agreements with the Borrower and/or its Restricted Subsidiaries, the Grantors hereby agree with the Collateral Agent, for the benefit of the Secured Parties, as follows:

1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Security Agreement.

2. Grant of Security Interest. Each Grantor hereby grants a lien on and security interest in all of such Grantor’s right, title and interest in, to and under the Trademarks that are not Excluded Property (including, without limitation, those items listed on Schedule A hereto), including the goodwill associated with such Trademarks and the right to receive all Proceeds therefrom (collectively, the “Collateral”), to the Agent for the benefit of the Secured Parties as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise), in full of the Obligations;provided that, applications in the United States Patent and Trademark Office to register trademarks or service marks on the basis of such Grantor’s “intent to use”

such trademarks or service marks will not be deemed to be Collateral unless and until an amendment to allege use or a statement of use has been filed and accepted by the United States Patent and Trademark Office, whereupon such application shall be automatically subject to the security interest granted herein and deemed to be included in the Collateral.

3. Purpose. This Agreement has been executed and delivered by each Grantor for the purpose of recording the grant of security interest herein with the United States Trademark Office. The Grantor authorizes and requests that the Commissioner for Trademarks record this Agreement. The security interest granted hereby has been granted to the Secured Parties in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

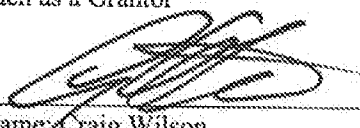
4. Acknowledgment. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern. In the event of any conflict between the terms of this Agreement and the terms of the Credit Agreement, the terms of the Credit Agreement shall govern.

5. Counterparts. This Agreement may be executed in one or more counterparts (including by facsimile or other electronic transmission), each of which will be deemed an original, but all of which together constitute one and the same original.

6. Governing Law: THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.


EmCare, Inc.
Envision Healthcare Corporation
Imaging Advantage LLC
Rose Radiology, LLC
Sheridan Healthcare, Inc.
Sheridan Radiology Management Services,
Inc.
Vista Staffing Solutions, Inc.,
each as a Grantor

By: 
Name: Craig Wilson
Title: Senior Vice President and
Secretary

[Signature Page to Grant of ABL Security Interest in Trademarks]

TRADEMARK
REEL: 006506 FRAME: 0084

CITIBANK, N.A., as the Collateral Agent

By: 

Name: Christopher Marino
Title: Vice President and Director


SCHEDULE A

Trademark Registrations and Applications

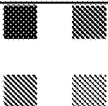

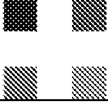

United States Marks


Owner	Mark	Serial No. Filing Date	Reg. No. Reg. Date
Envision Healthcare Corporation	AMSURG	77044946 November 15, 2006	3387524 February 26, 2008
Envision Healthcare Corporation	CATARACT INNOVATOR 	86256534 April 18, 2014	4928076 March 29, 2016
Sheridan Healthcare, Inc.	CARE WRITEHR 	85419177 September 9, 2011	4219272 October 2, 2012
Sheridan Healthcare, Inc.	CARE WRITEHR	85419165 September 9, 2011	4219271 October 2, 2012
Sheridan Healthcare, Inc.	KAIZENOLOGY 	85620939 May 9, 2012	4777497 July 21, 2015
Sheridan Healthcare, Inc.	KAIZENOLOGY	85543826 February 15, 2012	4777465 July 21, 2015
Sheridan Healthcare, Inc.	PERFORMANCE-DRIVEN PHYSICIAN SERVICES	85686454 July 25, 2012	4438397 November 26, 2013
Sheridan Healthcare, Inc.	PREMIEHR	85217116 January 13, 2011	4015454 August 23, 2011
Sheridan Healthcare, Inc.	PREMIEHR NEONATOLOGY SERVICES	77900388 December 23, 2009	3938825 March 29, 2011
Sheridan Healthcare, Inc.	PREMIEHR NEONATOLOGY SERVICES 	77900386 December 23, 2009	3938824 March 29, 2011
Sheridan Healthcare, Inc.	SHERIDAN 	85982151 July 25, 2012	4598560 September 2, 2014
Sheridan Healthcare, Inc.	SHERIDAN HEALTHCARE	77389255 February 5, 2008	3582444 March 3, 2009

Owner	Mark	Serial No. Filing Date	Reg. No. Reg. Date
Sheridan Healthcare, Inc.	TEMPO	86955501 March 28, 2016	N/A
Sheridan Healthcare, Inc.	THE CLINICAL PRACTICE OF LEAN	85621869 May 10, 2012	4355282 June 18, 2013

Owner	Mark	Serial No.	File Date	Reg. No.	Reg. Date
Emcare, Inc.	EMCARE	73/477,671	4/27/1984	1,317,259 (Principal Register)	1/29/1985
Emcare, Inc.	EmCare and design EmCare	75/916,635	2/11/2000	2,463,604 (Principal Register)	6/26/2001
Envision Healthcare Corporation	AnesthesiaCare and design (no color claim) 	77/871,102	11/12/2009	4,051,267 (Principal Register)	11/8/2011
Envision Healthcare Corporation	CARMA	86/722,320	8/12/2015	4,913,724 (Principal Register)	3/8/2016
Envision Healthcare Corporation	CREATING A BETTER HEALTHCARE EXPERIENCE. TOGETHER.	86/843,064	12/8/2015	5,138,753 (Principal Register)	2/7/2017
Envision Healthcare Corporation	CREATING A BETTER HEALTHCARE EXPERIENCE. TOGETHER.	86/843,065	12/8/2015	5,138,754 (Principal Register)	2/7/2017
Envision Healthcare Corporation	CREATING A BETTER HEALTHCARE EXPERIENCE. TOGETHER.	86/843,067	12/8/2015	5,138,755 (Principal Register)	2/7/2017
Envision Healthcare Corporation	DASH	86/654,707	6/8/2015	4,991,464 (Principal Register)	7/5/2016
Envision Healthcare Corporation	DOOR-TO-DISCHARGE	85/945,592	5/29/2013	4,418,741 (Principal Register)	10/15/2013
Envision Healthcare Corporation	EmCare and design (no color claim)	77/871,099	11/12/2009	4,051,266 (Principal Register)	11/8/2011

Owner	Mark	Serial No.	File Date	Reg. No.	Reg. Date
					
Envision Healthcare Corporation	EMCARE'S DOOR TO DISCHARGE	85/351,444	6/21/2011	4,529,923 (Principal Register)	5/13/2014
Envision Healthcare Corporation	Evolution Health and design (no color claim) 	86/010,223	7/15/2013	4,786,395 (Principal Register)	8/4/2015
Envision Healthcare Corporation	Evolution Health and design (no color claim) 	86/010,227	7/15/2013	4,732,228 (Principal Register)	5/5/2015
Envision Healthcare Corporation	Evolution Health and design (no color claim) 	86/010,229	7/15/2013	4,786,396 (Principal Register)	8/4/2015
Envision Healthcare Corporation	Evolution Health Design (no color claim) 	86/010,266	7/15/2013	4,676,150 (Principal Register)	1/20/2015
Envision Healthcare Corporation	Evolution Health Design (no color claim) 	86/010,270	7/15/2013	4,676,151 (Principal Register)	1/20/2015
Envision Healthcare Corporation	Evolution Health Design (no color claim) 	86/010,276	7/15/2013	4,676,152 (Principal Register)	01/20/2015
Envision Healthcare Corporation	Four Square Design (no color claim) 	86/043,410	8/20/2013	4,591,611 (Principal Register)	8/26/2014
Envision Healthcare Corporation	Four Square Design (no color claim)	86/043,411	8/20/2013	4,591,612 (Principal Register)	8/26/2014

Owner	Mark	Serial No.	File Date	Reg. No.	Reg. Date
					
Envision Healthcare Corporation	Four Square Design (no color claim) 	86/043,412	8/20/2013	4,591,613 (Principal Register)	8/26/2014
Envision Healthcare Corporation	Four Square Design (no color claim) 	86/043,413	8/20/2013	4,591,614 (Principal Register)	8/26/2014
Envision Healthcare Corporation	INTENSIVISION	86/056,438	9/5/2013	5,151,478 (Principal Register)	2/28/2017
Envision Healthcare Corporation	PIONEERING THE DELIVERY OF CARE	86/010,081	7/15/2013	4,591,479 (Principal Register)	8/26/2014
Envision Healthcare Corporation	PIONEERING THE DELIVERY OF CARE	86/010,087	7/15/2013	4,591,480 (Principal Register)	8/26/2014
Envision Healthcare Corporation	PIONEERING THE DELIVERY OF CARE	86/010,093	7/15/2013	4,591,481 (Principal Register)	8/26/2014
Envision Healthcare Corporation	PIONEERING THE DELIVERY OF CARE	86/010,098	7/15/2013	4,591,482 (Principal Register)	8/26/2014
Envision Healthcare Corporation	QUALITAS LOCUM TENENS	85/874,175	3/12/2013	4,513,502 (Principal Register)	4/15/2014
Envision Healthcare Corporation	Qualitas Locum Tenens stylized (no color claim) 	85/874,177	3/12/2013	4,517,191 (Principal Register)	4/22/2014
Envision Healthcare Corporation	RAP&GO	86/256,091	4/18/2014	4,644,892 (Principal Register)	11/25/2014
Imaging Advantage LLC	IMAGING ADVANTAGE	86/225,992	03/19/2014	4,644,261 (Principal Register)	11/25/2014
Imaging Advantage	NIGHTSHIFT RADIOLOGY	78/066,442	05/30/2001	2,703,247 (Principal Register)	04/01/2003

Owner	Mark	Serial No.	File Date	Reg. No.	Reg. Date
LLC				Register)	
Imaging Advantage LLC	SINGULARITY	86/260,834	04/23/2014	4,886,485 (Principal Register)	01/12/2016
Rose Radiology, LLC	ALL THINGS TELERADIOLOGY	77/547,487	8/14/2008	3,755,574 (Principal Register)	3/2/2010
Rose Radiology, LLC	GET TO THE POINT	77/870,616	11/11/2009	3,834,170 (Principal Register)	8/17/2010
Rose Radiology, LLC	MOUSER	77/870,606	11/11/2009	4,063,891 (Principal Register)	11/29/2011
Rose Radiology, LLC	RADSHARE	77/965,150	3/22/2010	3,924,159 (Principal Register)	2/22/2011
Rose Radiology, LLC	RAYS	77/459,175	4/28/2008	3,920,137 (Principal Register)	2/15/2011
Rose Radiology, LLC	RAYTRACKER	85/135,860	9/22/2010	4,143,511 (Principal Register)	5/15/2012
Rose Radiology, LLC	THROUGH THE EYES OF THE RADIOLOGIST	85/841,632	2/5/2013	4,524,340 (Principal Register)	5/6/2014
Rose Radiology, LLC	VIDRAY	77/864,272	11/3/2009	3,834,135 (Principal Register)	8/17/2010
Rose Radiology, LLC	VIDRAY	77/502,310	6/18/2008	3,740,742 (Principal Register)	1/19/2010
Sheridan Healthcare, Inc.	CARE WritEHR and design 	85/419,177	9/9/2011	4,219,272 (Principal Register)	10/2/2012
Sheridan Healthcare, Inc.	KAIZENOLOGY	85/543,826	2/15/2012	4,777,465 (Principal Register)	7/21/2015
Sheridan Healthcare, Inc.	MAC PAIN CONSULTANTS	87/438,162	5/5/2017		
Sheridan Healthcare, Inc.	PREMIEHR	85/217,116	1/13/2011	4,015,454 (Principal Register)	8/23/2011

Owner	Mark	Serial No.	File Date	Reg. No.	Reg. Date
Sheridan Healthcare, Inc.	SHERIDAN and design  SHERIDAN	85/982,151	7/25/2012	4,598,560 (Principal Register)	9/2/2014
Sheridan Healthcare, Inc.	SHERIDAN HEALTHCARE	77/389,255	2/5/2008	3,582,444 (Principal Register)	3/3/2009
Sheridan Healthcare, Inc.	TEMPO	86/955,501	3/28/2016		
Sheridan Radiology Management Services, Inc.	RADISPHERE	77/937,064	2/16/2010	4,122,275 (Principal Register)	4/3/2012
Sheridan Radiology Management Services, Inc.	RADISPHERE	77/937,068	2/16/2010	4,198,909 (Principal Register)	8/28/2012
Sheridan Radiology Management Services, Inc.	RADISPHERE	77/937,078	2/16/2010	4,198,910 (Principal Register)	8/28/2012
Sheridan Radiology Management Services, Inc.	RADISPHERE	77/937,090	2/16/2010	4,176,055 (Principal Register)	7/17/2012
Vista Staffing Solutions, Inc.	VISTA	78/152,947	8/9/2002	2,741,987 (Principal Register)	7/29/2003
Vista Staffing Solutions, Inc.	VISTA STAFFING	78/152,954	8/9/2002	3,177,612 (Principal Register)	11/28/2006
Vista Staffing Solutions, Inc.	VISTA STAFFING SOLUTIONS	78/152,942	8/9/2002	2,771,664 (Principal Register)	10/7/2003
Vista Staffing Solutions, Inc.	VISTA STAFFING SOLUTIONS	75/416,356	1/8/1998	2,218,901 (Principal Register)	1/19/1999

Foreign Marks

Vista Staffing Solutions, Inc	VISTA STAFFING SOLUTIONS	1008307	6/25/2004	1008307	2/14/2005
Vista Staffing Solutions, Inc	VISTA STAFFING SOLUTIONS	731296	6/17/2005	731296	2/22/2005

Annex I

EmCare, Inc.
Envision Healthcare Corporation
Imaging Advantage LLC
Rose Radiology, LLC
Sheridan Healthcare, Inc.
Sheridan Radiology Management
Services, Inc.
Vista Staffing Solutions, Inc.