

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM632853

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AirMD, LLC		03/18/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	ROYAL BANK OF CANADA, as Collateral Agent		
Street Address:	20 King Street West		
Internal Address:	4th Floor		
City:	Toronto, Ontario		
State/Country:	CANADA		
Postal Code:	M5H 1C4		
Entity Type:	Bank: CANADA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5840540	LIFESAVE	
CORRESPONDENCE DATA			
Fax Number:	2123108007		
<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:	2123108000		
Email:	juan.arias@weil.com		
Correspondent Name:	Michael Denton		
Address Line 1:	Weil, Gotshal & Manges LLP		
Address Line 2:	767 Fifth Avenue		
Address Line 4:	New York, NEW YORK 10153		
ATTORNEY DOCKET NUMBER:	M. Denton - 12309.0003		
NAME OF SUBMITTER:	MICHAEL DENTON		
SIGNATURE:	/MICHAEL DENTON/		
DATE SIGNED:	03/18/2021		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

(Trademarks and Trademark Licenses)

TRADEMARK SECURITY AGREEMENT, dated as of March 18, 2021, between AirMD, LLC, a Delaware limited liability company (the “**New Grantor**”) and ROYAL BANK OF CANADA, as Collateral Agent.

WHEREAS, the New Grantor owns, or in the case of Trademark Licenses is a party to, the Trademark Collateral (as defined below);

WHEREAS, AIR METHODS CORPORATION (as successor by merger to ASP AMC Merger Sub, Inc., a Delaware corporation) (the “**Borrower**”), ASP AMC INTERMEDIATE HOLDINGS, INC. (“**Holdings**”), certain Subsidiaries party thereto from time to time, the Lenders party thereto and Royal Bank of Canada, as Collateral Agent and Administrative Agent, are parties to a Credit Agreement, dated as of April 21, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”);

WHEREAS, pursuant to (i) a Security Agreement, dated as of April 21, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), among the Borrower, the Grantors party thereto and Royal Bank of Canada, as Collateral Agent for the Secured Parties referred to therein (in such capacity, together with its successors in such capacity, the “**Grantee**”), and (ii) certain other Security Documents (including this Trademark Security Agreement), the New Grantor secures the Secured Obligations by granting to the Grantee for the benefit of such Secured Parties a continuing security interest in the Collateral of the New Grantor, including all right, title and interest of the New Grantor in, to and under the Trademark Collateral (as defined below); and

WHEREAS, terms defined in the Security Agreement (or whose definitions are incorporated by reference in Section 1 of the Security Agreement) and not otherwise defined herein have, as used herein, the respective meanings provided for therein;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, subject to and upon the terms and conditions contained in the Security Agreement, the New Grantor hereby grants to the Grantee, to secure the Secured Obligations, a continuing security interest in all of the New Grantor’s right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the “**Trademark Collateral**”), whether now owned or existing or hereafter acquired or arising:

(i) each United States Trademark constituting Recordable Intellectual Property owned by the New Grantor, including, without limitation, each Trademark registration and application referred to in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark;

(ii) each Trademark License constituting Recordable Intellectual Property to which the New Grantor is a party, including, without limitation, each Trademark License identified in Schedule 1 hereto; and

(iii) all Proceeds of and revenues from the foregoing;

provided that, notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include any Excluded Assets.

THE PARTIES HERETO AUTHORIZE AND REQUEST THAT THE COMMISSIONER OF PATENTS AND TRADEMARKS OF THE UNITED STATES RECORD THIS SECURITY INTEREST IN THE TRADEMARK COLLATERAL TO THE EXTENT SUCH TRADEMARK COLLATERAL CONSTITUTES RECORDABLE INTELLECTUAL PROPERTY.

Upon any termination or release of the Trademark Collateral pursuant to paragraphs 15(a) through 15(c) of the Security Agreement, the Collateral Agent shall, at the expense of the New Grantor, promptly execute and deliver to such New Grantor all UCC termination statements, releases of Intellectual Property Filings, and similar documents and take such other actions (including, without limitation, making of all filings) as the New Grantor shall reasonably request in writing to evidence such termination or release of the Trademark Collateral.

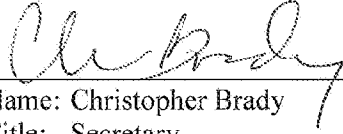
The foregoing security interest is granted in conjunction with the security interests granted by the New Grantor to the Grantee pursuant to the Security Agreement. The New Grantor acknowledges and affirms that the rights and remedies of the Grantee with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the provisions of this Trademark Security Agreement and the provisions of the Security Agreement, the provisions of the Security Agreement shall govern.

The parties hereto acknowledge and agree that this Trademark Security Agreement shall be construed in accordance with and governed by the laws of the State of New York.

[Signature Pages Follow]

IN WITNESS WHEREOF, the New Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the date first written above.

AIRMD, LLC

By: 
Name: Christopher Brady
Title: Secretary

[Signature Page to Trademark Security Agreement]

Acknowledged:

ROYAL BANK OF CANADA,
as Collateral Agent

By: 
Name: **Helena Sadowski**
Title: **Manager, Agency**

**Schedule 1
to Trademark Security Agreement**

TRADEMARKS

Registered Owner	Title	Status (Application/Registered)	Application/Registration No. (as applicable)
AirMD, LLC	LIFESAVE	Registered	5840540

TRADEMARK LICENSES

[None.]