

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM711608

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Second Lien Term Loan Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Access 2 Care, LLC		12/17/2021	Limited Liability Company: MISSOURI
RECEIVING PARTY DATA			
Name:	Ares Capital Corporation, as Agent		
Street Address:	245 Park Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10167		
Entity Type:	Corporation: MARYLAND		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4078433	ACCESS2CARE	
CORRESPONDENCE DATA			
Fax Number:	2127514864		
<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:	2129061216		
Email:	angela.amaru@lw.com		
Correspondent Name:	Latham & Watkins LLP c/o Angela M. Amaru		
Address Line 1:	1271 Avenue of the Americas		
Address Line 4:	New York, NEW YORK 10020		
ATTORNEY DOCKET NUMBER:	040896-0182		
NAME OF SUBMITTER:	Angela M. Amaru		
SIGNATURE:	/s/ Angela M. Amaru		
DATE SIGNED:	03/02/2022		
Total Attachments: 9			
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SECOND LIEN TERM LOAN TRADEMARK SECURITY AGREEMENT

This SECOND LIEN TERM LOAN TRADEMARK SECURITY AGREEMENT (this “Agreement”), dated as of December 17, 2021, is made by each of the signatories hereto indicated as a “Grantor” (each a “Grantor” and collectively, the “Grantors”), in favor of Ares Capital Corporation, as collateral agent (in such capacity, the “Agent”) in connection with that certain Second Lien Credit Agreement, dated as of December 17, 2021 (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among GMR Intermediate Corp. (“Holdings”), Global Medical Response, Inc. (the “Borrower”), the Lenders from time to time party thereto and Ares Capital Corporation, as administrative agent and collateral agent (in such capacity, the “Agent”) for the benefit of the Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make loans to the Borrower 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 a Second Lien Security Agreement, dated as of December 17, 2021 in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the “Security Agreement”);

WHEREAS, pursuant to the Security Agreement, 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, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to induce the Lenders to make loans to the Borrower, Grantor agrees, for the benefit of the Agent and 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. GRANTOR HEREBY GRANTS A LIEN ON AND SECURITY INTEREST IN ALL OF 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) OF THE OBLIGATIONS; PROVIDED THAT, APPLICATIONS IN THE UNITED STATES PATENT AND TRADEMARK OFFICE TO REGISTER TRADEMARKS OR SERVICE MARKS ON THE BASIS OF 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 GRANTOR FOR THE PURPOSE OF RECORDING THE GRANT OF SECURITY INTEREST HEREIN WITH THE UNITED STATES PATENT AND TRADEMARK OFFICE. 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.** 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 COUNTERPARTS, 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.

GLOBAL MEDICAL RESPONSE, INC.
as a Grantor

By:



Name: Thomas A.A. Cook
Title: Executive Vice President, General
Counsel and Secretary

REACH AIR MEDICAL SERVICES, LLC
as a Grantor

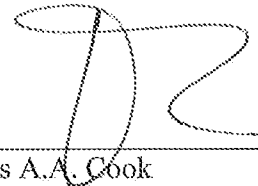
By:



Name: Thomas A.A. Cook
Title: Executive Vice President, General
Counsel and Secretary

EAGLEMED LLC
as a Grantor

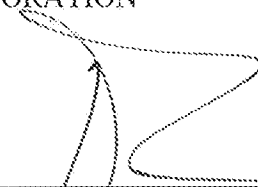
By:



Name: Thomas A.A. Cook
Title: Executive Vice President, General
Counsel and Secretary

MED-TRANS CORPORATION
as a Grantor

By:



Name: Thomas A.A. Cook
Title: Executive Vice President, General
Counsel and Secretary

[Signature Page for the Grant of Security Interest Trademark Rights]

AIR EVAC EMS, INC.
as a Grantor

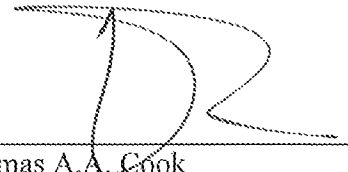
By:



Name: Thomas A.A. Cook
Title: Executive Vice President, General
Counsel and Secretary

LIFEGUARD AMBULANCE SERVICE,
LLC
as a Grantor

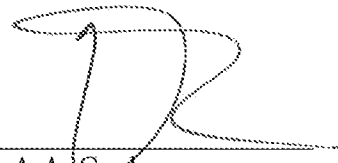
By:



Name: Thomas A.A. Cook
Title: Executive Vice President, General
Counsel and Secretary

ACCESS 2 CARE, LLC
as a Grantor

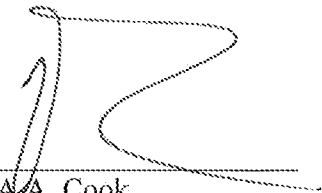
By:



Name: Thomas A.A. Cook
Title: Executive Vice President, General
Counsel and Secretary

AMERICAN MEDICAL RESPONSE, INC.
as a Grantor

By:



Name: Thomas A.A. Cook
Title: Executive Vice President, General
Counsel and Secretary

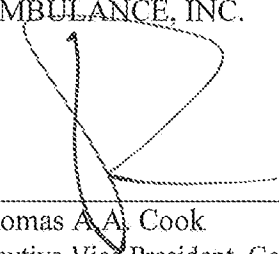
[Signature Page for the Grant of Security Interest in Trademark Rights]

TRADEMARK
REEL: 007647 FRAME: 0858

MEDICWEST AMBULANCE, INC.

as a Grantor

By:

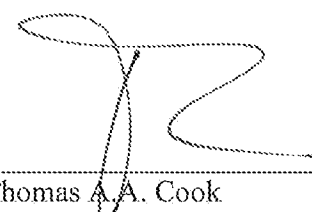


Name: Thomas A.A. Cook
Title: Executive Vice President, General
Counsel and Secretary

R/M MANAGEMENT CO., INC.

as a Grantor

By:

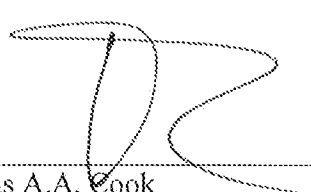


Name: Thomas A.A. Cook
Title: Executive Vice President, General
Counsel and Secretary

TRANSPLANT TRANSPORTATION
SERVICES, INC.

as a Grantor

By:

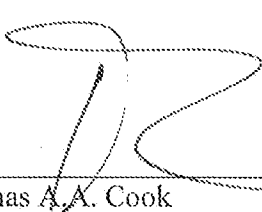


Name: Thomas A.A. Cook
Title: Executive Vice President, General
Counsel and Secretary

CALSTAR AIR MEDICAL SERVICES LLC

as a Grantor

By:



Name: Thomas A.A. Cook
Title: Executive Vice President,
General Counsel and Secretary

[Signature Page for the Grant of Security Interest in Trademark Rights]

TRADEMARK
REEL: 007647 FRAME: 0859

ARES CAPITAL CORPORATION,
as the Agent

By: *Scott Lem*
Name: Scott Lem
Title: Authorized Signatory

SCHEDULE A TO THE SECOND LIEN TERM LOAN TRADEMARK SECURITY AGREEMENT

U.S. Trademark Registrations and Applications

Registered Owner/ Grantor	Registration / (Application Number)	Trademark
Global Medical Response, Inc.	3801008	AIRMEDCARE NETWORK
Global Medical Response, Inc.	3877815	
Reach Air Medical Services, LLC	4169943	ABOVE & BEYOND
Reach Air Medical Services, LLC	4123902	FIRSTCALL
Reach Air Medical Services, LLC	3572212	REACH
Reach Air Medical Services, LLC	4976613	FIRSTCALL
Global Medical Response, Inc.	3507512	
EagleMed LLC	3784641	EAGLEMED
EagleMed LLC	3784639	
Med-Trans Corporation	1684003	
Air Evac EMS, Inc.	3274302	AIR EVAC LIFETEAM
Air Evac EMS, Inc.	3274301	
Air Evac EMS, Inc.	3188828	LIFETEAM
Air Evac EMS, Inc.	4133586	WHEN SECONDS COUNT
Lifeguard Ambulance Service LLC	5243641	LIFEGUARD
Lifeguard Ambulance Service LLC	5243643	

Registered Owner/ Grantor	Registration / (Application Number)	Trademark
Access 2 Care, LLC	4078433	ACCESS2CARE
American Medical Response, Inc.	2193012	AMR
American Medical Response, Inc.	2193013	AMERICAN MEDICAL RESPONSE
American Medical Response, Inc.	2429030	AMR
American Medical Response, Inc.	3226157	NATIONAL COLLEGE OF TECHNICAL INSTRUCTION
American Medical Response, Inc.	4793928	POWERED BY AMR
American Medical Response, Inc.	4793929	POWERED BY AMR
American Medical Response, Inc.	4796192	NCTI & design
American Medical Response, Inc.	5583541	AMR AMERICAN MEDICAL RESPONSE & design
American Medical Response, Inc.	5583542	AMR AMERICAN MEDICAL RESPONSE & design
Global Medical Response, Inc.	3483256	GMR GLOBAL MEDICAL RESPONSE
Global Medical Response, Inc.	3483257	GMR GLOBAL MEDICAL RESPONSE
Global Medical Response, Inc.	5464411	GMR
Global Medical Response, Inc.	5479915	GMR
Global Medical Response, Inc.	5479914	GMR
Global Medical Response, Inc.	5644774	GMR GLOBAL MEDICAL RESPONSE & design
Global Medical Response, Inc.	5650607	GMR GLOBAL MEDICAL RESPONSE & design
Global Medical Response, Inc.	5650606	GMR GLOBAL MEDICAL RESPONSE & design
Global Medical Response, Inc.	5474500	GLOBAL MEDICAL RESPONSE
Global Medical Response, Inc.	5474499	GLOBAL MEDICAL RESPONSE
Global Medical Response, Inc.	5468393	GLOBAL MEDICAL RESPONSE
Global Medical Response, Inc.	5063260	AMCN FLY-U-HOME
Global Medical Response, Inc.	6558906	TOMORROW WALL
MedicWest Ambulance, Inc.	3211928	MEDICWEST
MedicWest Ambulance, Inc.	3216515	MEDICWEST
MedicWest Ambulance, Inc.	3225904	MEDICWEST
R/M Management Co., Inc.	2090501	RURAL/METRO

[Schedule A to the Second Lien Term Loan Trademark Security Agreement]

TRADEMARK
REEL: 007647 FRAME: 0862

Registered Owner/ Grantor	Registration / (Application Number)	Trademark
R/M Management Co., Inc.	2758901	KIDZULANCE
R/M Management Co., Inc.	2775781	SW+ & design
R/M Management Co., Inc.	2829946	SOUTHWEST AMBULANCE
R/M Management Co., Inc.	2830121	R/M & design
R/M Management Co., Inc.	2956911	[Design Only]
Transplant Transportation Services, Inc.	3948743	DONORLOGIC
CALSTAR AIR MEDICAL SERVICES LLC	4542643	CALSTAR
CALSTAR AIR MEDICAL SERVICES LLC	4546838	C CALSTAR [and design]
CALSTAR AIR MEDICAL SERVICES LLC	4546839	ALL ACCESS TRANSFER CENTER [and design]
CALSTAR AIR MEDICAL SERVICES LLC	4711719	ALL ACCESS TRANSFER CENTER

[Schedule A to the Second Lien Term Loan Trademark Security Agreement]