# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM725798

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

## **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
EmCare, Inc.		04/29/2022	Corporation: DELAWARE
Envision Healthcare Corporation		04/29/2022	Corporation: DELAWARE
Envision Physician Services, LLC		04/29/2022	Limited Liability Company: DELAWARE
Imaging Advantage LLC		04/29/2022	Limited Liability Company: DELAWARE
Infinity Healthcare, Inc.		04/29/2022	Corporation: ILLINOIS
Reimbursement Technologies, Inc.		04/29/2022	Corporation: PENNSYLVANIA
Rose Radiology, LLC		04/29/2022	Limited Liability Company: TEXAS
Sheridan Healthcare, Inc.		04/29/2022	Corporation: DELAWARE
Sheridan Radiology Management Services, Inc.		04/29/2022	Corporation: DELAWARE
Valley Anesthesiology Consultants, Inc.		04/29/2022	Corporation: ARIZONA

## **RECEIVING PARTY DATA**

Name:	Wilmington Savings Fund Society, FSB	
Street Address:	1100 N. Market Street	
City:	Wilmington	
State/Country:	DELAWARE	
Postal Code:	19890	
Entity Type:	Corporation: DELAWARE	

## **PROPERTY NUMBERS Total: 55**

Property Type	Number	Word Mark
Registration Number:	1317259	EMCARE
Registration Number:	2463604	EMCARE
Registration Number:	3387524	AMSURG
Registration Number:	4928076	CATARACT INNOVATOR
Registration Number:	4913724	CARMA
Registration Number:	5138753	CREATING A BETTER HEALTHCARE EXPERIENCE.

**REEL: 007712 FRAME: 0475** 900692373

TRADEMARK

Property Type	Number	Word Mark
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:	4529923	EMCARE'S DOOR TO DISCHARGE
Registration Number:	4591611	
Registration Number:	4591613	
Registration Number:	4591614	
Registration Number:	5151478	INTENSIVISION
Registration Number:	4059271	CIM
Registration Number:	3634424	E
Registration Number:	3526565	ED SOLUTIONS
Registration Number:	5030007	WEBEMARS
Registration Number:	2703247	NIGHTSHIFT RADIOLOGY
Registration Number:	4886485	SINGULARITY
Registration Number:	5179477	INFINITY HEALTHCARE
Registration Number:	4120292	INFINITY HEALTHCARE
Registration Number:	4152107	INFINITY HEALTHCARE
Registration Number:	3839773	INFINITY HEALTHCARE
Registration Number:	6036499	INFINITY HEALTHCARE AN ENVISION PHYSICIA
Registration Number:	6067229	INFINITY HEALTHCARE AN ENVISION PHYSICIA
Registration Number:	6036500	INFINITY HEALTHCARE AN ENVISION PHYSICIA
Registration Number:	6036501	INFINITY HEALTHCARE AN ENVISION PHYSICIA
Registration Number:	6067231	INFINITY HEALTHCARE AN ENVISION PHYSICIA
Registration Number:	6036502	INFINITY HEALTHCARE AN ENVISION PHYSICIA
Registration Number:	2262484	REIMBURSEMENT TECHNOLOGIES
Registration Number:	4063891	MOUSER
Registration Number:	4143511	RAYSTRACKER
Registration Number:	4015454	PREMIEHR
Registration Number:	4598560	SHERIDAN
Registration Number:	3582444	SHERIDAN HEALTHCARE
Registration Number:	5921222	TEMPO
Registration Number:	4355282	THE CLINICAL PRACTICE OF LEAN
Registration Number:	4122275	RADISPHERE
Registration Number:	4198909	RADISPHERE
Registration Number:	4198910	RADISPHERE
Registration Number:	4176055	RADISPHERE
Registration Number:	5370403	CANDESCENT HEALTH
-		TDADEMARK

TRADEMARK REEL: 007712 FRAME: 0476

Property Type	Number	Word Mark
Registration Number:	4857024	IMPOWER HEALTH
Registration Number:	6406167	MAC MEDICAL ANESTHESIA CONSULTANTS
Registration Number:	6311675	MAC MEDICAL ANESTHESIA CONSULTANTS
Registration Number:	6406168	MAC MEDICAL ANESTHESIA CONSULTANTS
Registration Number:	6406169	MAC MEDICAL ANESTHESIA CONSULTANTS
Registration Number:	6549907	MAC MEDICAL ANESTHESIA CONSULTANTS AN EN
Registration Number:	6406170	MAC MEDICAL ANESTHESIA CONSULTANTS AN EN
Registration Number:	5738120	V VALLEY ANESTHESIOLOGY & PAIN CONSULTAN
Registration Number:	5738122	V VALLEY PAIN CONSULTANTS
Registration Number:	5738119	VALLEY ANESTHESIOLOGY & PAIN CONSULTANTS
Registration Number:	5738121	VALLEY PAIN CONSULTANTS

#### CORRESPONDENCE DATA

### Fax Number:

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:** 312-862-4396

Email: noreen.gosselin@kirkland.com

Correspondent Name: Noreen Gosselin
Address Line 1: Kirkland & Ellis LLP
Address Line 2: 300 North LaSalle

Address Line 4: CHICAGO, ILLINOIS 60654

ATTORNEY DOCKET NUMBER:	48973/1
NAME OF SUBMITTER:	NOREEN GOSSELIN
SIGNATURE:	/NOREEN GOSSELIN/
DATE SIGNED:	05/04/2022

### **Total Attachments: 10**

source=Envision Healthcare - Interco Grant of Security Interest in Trademarks (Apr-29-22)\_(86194441\_1)#page1.tif source=Envision Healthcare - Interco Grant of Security Interest in Trademarks (Apr-29-22)\_(86194441\_1)#page2.tif source=Envision Healthcare - Interco Grant of Security Interest in Trademarks (Apr-29-22)\_(86194441\_1)#page3.tif source=Envision Healthcare - Interco Grant of Security Interest in Trademarks (Apr-29-22)\_(86194441\_1)#page5.tif source=Envision Healthcare - Interco Grant of Security Interest in Trademarks (Apr-29-22)\_(86194441\_1)#page5.tif source=Envision Healthcare - Interco Grant of Security Interest in Trademarks (Apr-29-22)\_(86194441\_1)#page7.tif source=Envision Healthcare - Interco Grant of Security Interest in Trademarks (Apr-29-22)\_(86194441\_1)#page8.tif source=Envision Healthcare - Interco Grant of Security Interest in Trademarks (Apr-29-22)\_(86194441\_1)#page8.tif source=Envision Healthcare - Interco Grant of Security Interest in Trademarks (Apr-29-22)\_(86194441\_1)#page9.tif source=Envision Healthcare - Interco Grant of Security Interest in Trademarks (Apr-29-22)\_(86194441\_1)#page9.tif source=Envision Healthcare - Interco Grant of Security Interest in Trademarks (Apr-29-22)\_(86194441\_1)#page9.tif source=Envision Healthcare - Interco Grant of Security Interest in Trademarks (Apr-29-22)\_(86194441\_1)#page9.tif source=Envision Healthcare - Interco Grant of Security Interest in Trademarks (Apr-29-22)\_(86194441\_1)#page9.tif

TRADEMARK REEL: 007712 FRAME: 0477

### FORM OF GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (this "Agreement"), dated as of April 29, 2022, is made by EmCare, Inc., a Delaware corporation, Envision Healthcare Corporation, a Delaware corporation, Envision Physician Services, LLC, a Delaware limited liability company, Imaging Advantage LLC, a Delaware limited liability company, Infinity Healthcare, Inc., an Illinois limited liability company, Reimbursement Technologies, Inc., a Pennsylvania corporation, Rose Radiology, LLC, a Texas limited liability company, Sheridan Healthcare, Inc., a Delaware corporation, Sheridan Radiology Management Services, Inc., a Delaware corporation, and Valley Anesthesiology Consultants, Inc., an Arizona corporation (each a "Grantor", collectively the "Grantors"), in favor of Wilmington Savings Fund Society, FSB, as collateral agent (in such capacity, the "Agent") for the benefit of the Secured Parties in connection with that certain (i) Security Agreement, dated as of April 29, 2022 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), among Enterprise Intermediate Holdings Inc., a Delaware corporation ("Holdings"), Envision Healthcare Corporation, a Delaware corporation ("Borrower"), each of the Subsidiaries listed on the signature pages thereto and that becomes a party thereto pursuant to Section 8.14 thereof, and the Agent for the benefit of the Secured Parties and (ii) that certain Credit Agreement, dated as of April 29, 2022 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Holdings, Borrower, the lenders from time to time party thereto (each, a "Lender" and collectively, the "Lenders") and Wilmington Savings Fund Society, FSB, as the Administrative Agent and the Collateral Agent.

## WITNESSETH:

WHEREAS, pursuant to the Credit Agreement and the Lenders have severally agreed to make loans to the Borrower upon the terms and subject to the conditions set forth therein; and

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.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, in order to induce the Administrative Agent, the Collateral Agent and the Lenders to enter into the Credit Agreement 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. <u>Definitions</u>. Unless otherwise defined herein or the context otherwise requires, capitalized 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. <u>Grant of Security Interest</u>. 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 <u>Schedule A</u> hereto), including the goodwill associated with such Trademarks and the right to receive all Proceeds

TRADEMARK REEL: 007712 FRAME: 0478 therefrom (collectively, the "Collateral"), to the Collateral 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.

- 1. <u>Purpose</u>. 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 Patent and Trademark Office. Each 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.
- 2. <u>Acknowledgment</u>. 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.
- 3. <u>Counterparts</u>. 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.
- 4. <u>Governing Law</u>: THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

[Signature Pages Follow]

TRADEMARK REEL: 007712 FRAME: 0479 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
ENVISION PHYSICIAN SERVICES, LLC
IMAGING ADVANTAGE LLC
INFINITY HEALTHCARE, INC.
REIMBURSEMENT TECHNOLOGIES, INC.
ROSE RADIOLOGY, LLC
SHERIDAN HEALTHCARE, INC.
SHERIDAN RADIOLOGY MANAGEMENT SERVICES, INC.
VALLEY ANESTHESIOLOGY CONSULTANTS, INC., as
Grantors

Bv

Name: Jason Charpentie

Title: Treasurer

**REEL: 007712 FRAME: 0480** 

WILMINGTON SAVINGS FUND SOCIETY, FSB, as the Collateral Agent

Name: John McNichol

Title: Assistant Vice President

[Grant of Security Interest in Trademarks Rights]

TRADEMARK REEL: 007712 FRAME: 0481

RECORDED: 05/04/2022