

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Air Evac EMS, Inc.		05/03/2006	CORPORATION: MISSOURI

RECEIVING PARTY DATA

Name:	Canadian Imperial Bank of Commerce acting through its New York Agency, as collateral agent
Street Address:	300 Madison Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10017
Entity Type:	Banking Corporation:

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Serial Number:	78643348	AIR EVAC LIFETEAM
Serial Number:	78643342	LIFETEAM ALERT
Serial Number:	78643408	LIFETEAM
Serial Number:	78643369	AIR EVAC LIFETEAM
Serial Number:	78856578	WHEN SECONDS COUNT

CORRESPONDENCE DATA

Fax Number: (202)728-0744
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 2027216405
 Email: christine.wilson@thomson.com
 Correspondent Name: Corporation Service Company
 Address Line 1: 1133 Avenue of the Americas
 Address Line 2: Suite 3100
 Address Line 4: New York, NEW YORK 10013

CH \$140.00 78643348

NAME OF SUBMITTER:	Christine Wilson
Signature:	/CHRISTINE WILSON/
Date:	05/04/2006
Total Attachments: 5 source=air evac - canadian imperial tm 5-4#page3.tif source=air evac - canadian imperial tm 5-4#page4.tif source=air evac - canadian imperial tm 5-4#page5.tif source=air evac - canadian imperial tm 5-4#page6.tif source=air evac - canadian imperial tm 5-4#page7.tif	

Trademark Security Agreement

Trademark Security Agreement, dated as of May 3, 2006, by Air Evac EMS, Inc. (the "Pledgor"), in favor of CANADIAN IMPERIAL BANK OF COMMERCE, acting through its New York Agency, in its capacity as collateral agent pursuant to the Credit Agreement (in such capacity, the "Administrative Agent").

WITNESSETH:

WHEREAS, the Pledgor is party to a Security Agreement of even date herewith (the "Security Agreement") in favor of the Administrative Agent pursuant to which the Pledgor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Administrative Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Pledgors hereby agree with the Administrative Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Pledgor hereby pledges and grants to the Administrative Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of Pledgor:

- (a) Trademarks of Pledgor listed on Schedule I attached hereto;
- (b) all Goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing (other than Excluded Property).

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement and Pledgor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademarks made and 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 that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Administrative Agent shall otherwise determine.


SECTION 4. Termination. Upon the full payment of the Secured Obligations (other than contingent obligations with respect to unasserted claims), the Administrative Agent shall execute, acknowledge, and deliver to the Pledgor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

[signature page follows]

IN WITNESS WHEREOF, each Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

AIR EVAC EMS, INC.

By: 
Name: JAMES R. DAVIS
Title: VICE PRESIDENT

Accepted and Agreed:

CANADIAN IMPERIAL BANK OF
COMMERCE, acting through its
New York Agency, as Administrative Agent

By: _____
Name:
Title:

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 003303 FRAME: 0107

IN WITNESS WHEREOF, each Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

AIR EVAC EMS, INC.

By: _____
Name:
Title:

Accepted and Agreed:

CANADIAN IMPERIAL BANK OF
COMMERCE, acting through its
New York Agency, as Administrative Agent

By: llllll
Name: Cedric Henley
Title: Managing Director

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark Registrations:

None.

Trademark Applications:

OWNER	APPLICATION NUMBER	TRADEMARK
AIR EVAC EMS, INC.	78643348	Air Evac Lifeteam and Design
AIR EVAC EMS, INC.	78643342	Lifeteam Alert
AIR EVAC EMS, INC.	78643408	Lifeteam
AIR EVAC EMS, INC.	78643369	Air Evac Lifeteam
AIR EVAC EMS, INC.	78856578	When Seconds Count