

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		Termination and Release of Security Interest in Trademarks	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bank of America, N.A.		05/25/2011	national association: UNITED STATES
RECEIVING PARTY DATA			
Name:	EmCare, Inc.		
Street Address:	1717 Main Street		
Internal Address:	Suite 5200		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75201		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	1317259	EMCARE	
Registration Number:	2463604	EMCARE	
CORRESPONDENCE DATA			
Fax Number:	(212)909-6836		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	212-909-6000		
Email:	trademarks@debevoise.com		
Correspondent Name:	Sean Kass, Esq.		
Address Line 1:	919 Third Avenue		
Address Line 2:	Debevoise & Plimpton LLP		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	15555-1343		
NAME OF SUBMITTER:	Sean Kass		

CH \$65.00 1317259

900192734

**TRADEMARK
 REEL: 004547 FRAME: 0595**

Signature:	/Sean Kass/
Date:	05/25/2011
Total Attachments: 4 source=EmCare_23416440#page1.tif source=EmCare_23416440#page2.tif source=EmCare_23416440#page3.tif source=EmCare_23416440#page4.tif	

TERMINATION AND RELEASE OF
SECURITY INTEREST IN TRADEMARKS

TERMINATION AND RELEASE, dated as of May 25, 2011, from Bank of America, N.A, a national association having a principal place of business at 1455 Market Street, 5th Floor, San Francisco, CA 94103 as collateral agent (the "Collateral Agent") for itself and the several banks and other financial institutions (the "Lenders") that are parties to the Credit Agreement (as hereinafter defined), to EmCare, Inc., a Delaware corporation having a principal place of business at 1717 Main Street, Suite 5200, Dallas, Texas 75201 (the "Pledgor"). Capitalized terms used herein without definition are used as defined in the Credit Agreement, dated as of April 8, 2010, among AMR Holdco, Inc., a Delaware corporation, EmCare Holdco, Inc., a Delaware corporation, Emergency Medical Services L.P., a Delaware limited partnership, each Lender from time to time party thereto, the Collateral Agent, the Administrative Agent and the other parties party thereto (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") or the Security Agreement, dated as of April 8, 2010 among AMR Holdco, Inc., EmCare Holdco, Inc., the Collateral Agent and the other parties party thereto (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement").

WITNESSETH:

WHEREAS, pursuant to the Security Agreement, each of the Pledgor, American Medical Response, Inc., American Medical Response Mid-Atlantic, Inc., Reimbursement Technologies, Inc., MedicWest Ambulance, Inc., Global Medical Response, Inc., Access 2 Care, LLC and Air Ambulance Specialists, Inc. were required to execute and deliver that certain Trademark Security Agreement, dated as of April 8, 2010 (the "Trademark Security Agreement"), made in favor of the Collateral Agent, and each mortgaged, pledged and granted to the Collateral Agent a lien on and security interest in (the "Security Interest") all of its right, title and interest, in to and under certain Pledged Trademarks (as hereinafter defined); and

WHEREAS, the Trademark Security Agreement was recorded in the Trademark Division of the United States Patent and Trademark Office on May 7, 2010, at Reel 004201, Frame 0119; and

WHEREAS, the Collateral Agent now desires to terminate and release the entirety of its Security Interest in the Pledged Trademarks;

NOW, THEREFORE, for good and valuable consideration including the satisfaction of all obligations, indebtedness and liabilities secured by the Pledged Trademarks pursuant to the Trademark Security Agreement, the receipt and adequacy of

which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Collateral Agent hereby states as follows:

1. Pledged Trademarks: The term "Pledged Trademarks," as used herein, shall mean all of the Pledgor's right, title and interest in, to and under all (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).

2. Release of Security Interest: The Collateral Agent hereby terminates, releases and discharges its Security Interest in the Pledged Trademarks, and any right, title or interest of the Collateral Agent in such Pledged Trademarks shall hereby cease and become void.


3. Further Assurances: The Collateral Agent shall promptly, upon the request and at the sole cost and expense of the Pledgor, assign, transfer and deliver to Pledgor proper documents and instruments (including UCC-3 termination financing statements or releases) acknowledging the termination of the Security Agreement and releasing the collateral pledge, grant, assignment, lien and security interest in the Pledged Trademarks under the Trademark Security Agreement.

* * *

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the undersigned has executed this Termination and Release by its duly authorized officer as of the date first above written.

BANK OF AMERICA, N.A.,
as Collateral Agent

By: 
Name: ROBERT RITTELMAYER
Title: VICE PRESIDENT

[Signature Page to EmCare, Inc. Trademark Release]

TRADEMARK
REEL: 004547 FRAME: 0599

SCHEDULE I

<u>TRADEMARK</u>	<u>Status</u>	<u>App. No.</u>	<u>Filing Date</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
"EmCare", no design	Registered	73-477,671	4/27/1984	1,317,259	1/29/1985
"EmCare", plus design	Registered	75-916,635	2/11/2000	2,463,604	6/26/2001