

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Air Methods Corporation		08/01/2011	CORPORATION: DELAWARE
Rocky Mountain Holdings, L.L.C.		08/01/2011	LIMITED LIABILITY COMPANY: DELAWARE
Omniflight Helicopters, Inc.		08/01/2011	CORPORATION: TEXAS
Native American Air Ambulance, Inc.		08/01/2011	CORPORATION: NEVADA
Enchantment Aviation, Inc.		08/01/2011	CORPORATION: NEW MEXICO

RECEIVING PARTY DATA

Name:	KEYBANK NATIONAL ASSOCIATION, as Agent
Street Address:	1675 Broadway
City:	Denver
State/Country:	COLORADO
Postal Code:	80202
Entity Type:	National Banking Association: UNKNOWN

PROPERTY NUMBERS Total: 16

Property Type	Number	Word Mark
Registration Number:	2345539	AIRMETHODS
Registration Number:	2347187	AIR METHODS
Registration Number:	1345108	AIR LIFE
Registration Number:	3656783	ONE CALL TRANSFER CENTER A DEPARTMENT OF AIR METHODS CORPORATION
Registration Number:	3478787	ONE CALL TRANSFER CENTER
Registration Number:	3662708	LIFECOM A DEPARTMENT OF AIR METHODS CORPORATION
Registration Number:	3748218	A DEPARTMENT OF AIR METHODS CORPORATION COMPLETE BILLING SOLUTIONS

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Registration Number:	3748197	COMPLETE BILLING SOLUTIONS A DEPARTMENT OF AIR METHODS CORPORATION
Registration Number:	1637132	ADVANTAGE AVIATION
Registration Number:	2211603	LIFE NET
Registration Number:	2425026	LIFECOM
Registration Number:	2383383	COMPLETE BILLING SOLUTIONS
Registration Number:	3372157	NATIVE AIR
Registration Number:	3311055	OMNIFLIGHT
Serial Number:	85293139	AIR METHODS
Serial Number:	75370945	LIFE NET

CORRESPONDENCE DATA

Fax Number: (303)223-8048
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 303.223.1248
Email: akrause@bhfs.com
Correspondent Name: Ashley Krause
Address Line 1: 410 Seventeenth Street
Address Line 2: Suite 2200
Address Line 4: Denver, COLORADO 80202

ATTORNEY DOCKET NUMBER:	6433.276 8/18/11 DRS
NAME OF SUBMITTER:	Ashley Krause
Signature:	/ashleykrause/
Date:	08/18/2011

Total Attachments: 9

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**SECOND AMENDED AND RESTATED
ASSIGNMENT OF SECURITY INTEREST IN UNITED STATES PATENTS AND
TRADEMARKS**

THIS ASSIGNMENT OF SECURITY INTEREST IN UNITED STATES PATENTS AND TRADEMARKS (this "Agreement"), dated as of August 1, 2011, is made between (i) AIR METHODS CORPORATION, a Delaware corporation ("Air Methods"), and ROCKY MOUNTAIN HOLDINGS, L.L.C., a Delaware limited liability company ("Rocky Mountain", and together with Air Methods, "Existing Grantors"), Omniflight Helicopters, Inc., a Texas corporation ("Omni Helicopters"), Native American Air Ambulance, Inc., a Nevada corporation ("Native Ambulance Inc."), Enchantment Aviation, Inc., a New Mexico corporation ("Enchantment", and together with Omni Helicopters and Native Ambulance Inc., the "New Grantors" and together with the Existing Grantors, collectively, "Grantor"), and (ii) KEYBANK NATIONAL ASSOCIATION, a national banking association, as administrative agent for the Lenders referred to below (in such capacity, the "Agent").

WHEREAS, Existing Grantors and Agent are parties to an Amended and Restated Assignment of Security Interest in United States Trademarks and Patents dated as of July 5, 2011 (the "Original Agreement");

WHEREAS, Existing Grantors, MERCY AIR SERVICE, INC., a California corporation, LIFENET, INC., a Missouri corporation, FSS AIRHOLDINGS, LLC, a Delaware limited liability company, CJ SYSTEMS AVIATION GROUP, INC., a Pennsylvania corporation, SPECIAL JET SERVICES, LLC, a Delaware limited liability company, AIR METHODS TRANSPORT COMPANY, a Delaware corporation, and UNITED ROTORCRAFT SOLUTIONS, LLC, a Texas limited liability company (collectively, "Borrowers"), have entered into an Amended and Restated Revolving Credit, Term Loan and Security Agreement dated as July 5, 2011 (as at any time amended, modified or supplemented, the "Amended Loan Agreement") with Agent and the lenders party thereto (the "Lenders") pursuant to which the Lenders agreed to provide financing to Borrowers (the "Loan");

WHEREAS, pursuant to the Joinder to Amended and Restated Revolving Credit, Term Loan and Security Agreement dated as of the date hereof (the "Joinder"), the New Grantors desire to become borrowers and debtors under the Amended Loan Agreement;

WHEREAS, in connection with the Joinder, Agent, the Existing Grantors and the New Grantors wish to amend and restate the Original Agreement and Lenders are requiring that Grantor shall have executed and delivered this Agreement; and

WHEREAS, pursuant to the Joinder and the Amended Loan Agreement, Grantor has granted to the Agent, for itself and for the ratable benefit of the other Lenders, a security interest in all of Grantor's present and future assets, including the intellectual property identified below, to secure the Indebtedness and to supplement the Agent's security interest in such intellectual property pursuant to the Amended Loan Agreement, Grantor is executing and delivering this Agreement.

Accordingly, the parties hereto agree that the Original Agreement is hereby amended and restated as follows:

1. Definitions. All capitalized terms used in this Agreement (including in the recitals hereof) and not otherwise defined herein shall have the meanings assigned to them in the Amended Loan Agreement.

2. Security Interest.

(a) Grant of Security Interest. As security for the payment and performance of the Indebtedness, Grantor hereby grants, assigns, and conveys to the Agent, for itself and on behalf of and for the ratable benefit of the other Lenders a security interest in all of Grantor's right, title and interest in, to and under the following property, in each case whether now or hereafter existing or arising or in which Grantor now has or hereafter owns, acquires or develops an interest and wherever located (collectively, the "Collateral"):

(i) all patents and patent applications, domestic or foreign, all licenses relating to any of the foregoing and all income and royalties with respect to any licenses (including such patents and patent applications as described in Schedule A), all rights to sue for past, present or future infringement thereof, all rights arising therefrom and pertaining thereto and all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof;

(ii) all state (including common law), federal and foreign trademarks, service marks and trade names, and applications for registration of such trademarks, service marks and trade names, all licenses relating to any of the foregoing and all income and royalties with respect to any licenses (including such marks, names and applications as described in Schedule B), whether registered or unregistered and wherever registered, all rights to sue for past, present or future infringement or unconsented use thereof, all rights arising therefrom and pertaining thereto and all reissues, extensions and renewals thereof;

(iii) the entire goodwill of or associated with the businesses now or hereafter conducted by Grantor connected with and symbolized by any of the aforementioned properties and assets;

(iv) all commercial tort claims associated with or arising out of any of the aforementioned properties and assets;

(v) all accounts, all intangible intellectual or other similar property and other general intangibles associated with or arising out of any of the aforementioned properties and assets and not otherwise described above, including all license payments and payments under insurance (whether or not the Agent is the loss payee thereof) or any indemnity, warranty or guaranty payable by reason of loss or damage to or otherwise with respect to the foregoing Collateral; and

(vi) all products, proceeds and supporting obligations of or with respect to any and all of the foregoing Collateral;

provided, however, the foregoing Collateral shall not include any rights or interests of Grantor under any licenses, leases or other contracts if and to the extent that the granting of a security interest in such licenses, leases or contract is prohibited as a matter of law (as opposed to a contractual prohibition); provided, further, (i) if any such prohibition is no longer effective, a security interest therein in favor of Agent shall automatically arise hereunder without any further action on the part of Grantor or Agent and (ii) nothing contained herein shall be deemed to limit, impair or otherwise affect Agent's security interest in any rights or interests of Grantor in or to monies due or to become due under any such agreement.

(b) Continuing Security Interest. Grantor agrees that this Agreement shall create a continuing security interest in the Collateral which shall remain in effect until terminated in accordance with the Amended Loan Agreement.

3. Supplement to Amended Loan Agreement. The terms and provisions of this Agreement are intended as a supplement to the terms and provisions of the Amended Loan Agreement. The rights and remedies of the Agent with respect to the security interests granted herein are without prejudice to, and are in addition to those set forth in the Amended Loan Agreement, all terms and provisions of which are incorporated herein by reference.

4. Authorization to Supplement. If Grantor shall obtain rights to any new trademarks, any new patentable inventions or become entitled to the benefit of any patent application or patent for any reissue, division, or continuation, of any patent, the provisions of this Agreement shall automatically apply thereto. Within thirty (30) days of the issuance of any new trademark registration to Grantor or the acquisition or issuance of any patent or copyright registrations or the filing of any application for a trademark, patent or copyright shall give prompt notice in writing to the Agent with respect to any such new trademarks or patents, or renewal or extension of any trademark registration. Without limiting Grantor's obligation under this Section 4, Grantor authorizes the Agent to modify this Agreement by amending Schedules A or B to include any such new patent or trademark rights. No failure to so amend Schedules A or B shall in any way affect, invalidate or detract from any Secured Party's continuing security interest in all Collateral, whether or not listed on Schedule A or B.

5. Further Acts. On a continuing basis, at the request of the Agent, Grantor shall make, execute, acknowledge and deliver, and file and record in the proper filing and recording places, all such instruments and documents, and take all such action as may be necessary or advisable or may be requested by the Agent to carry out the intent and purposes of this Agreement, or for assuring, confirming or protecting the grant or perfection of the security interest granted or purported to be granted hereby, to ensure Grantor's compliance with this Agreement or to enable the Agent to exercise and enforce its rights and remedies hereunder with respect to the Collateral, including any documents for filing with United States Patent and Trademark Office (the "PTO") and/or any applicable state office. The Agent may record this Agreement, an abstract thereof, or any other document describing the Agent's interest in the Collateral with the PTO, including any modification hereof as provided above, at the expense of Grantor.

6. Binding Effect. This Agreement shall be binding upon, inure to the benefit of and be enforceable by Grantor and the Agent and their respective successors and assigns and shall bind any Person who becomes bound as a Grantor under this Agreement.

7. Applicable Law. This Agreement, and the transactions evidenced hereby, shall be governed by, and construed under, the internal laws of the State of Colorado, without regard to principles of conflicts of law, as the same may from time to time be in effect, including, without limitation, the UCC.

8. Entire Agreement; Amendment. This Agreement contains the entire agreement of the parties with respect to the subject matter hereof and shall not be amended except by the written agreement of the parties as provided in the Amended Loan Agreement.

9. Severability. The provisions of this Agreement are independent of, and separable from, each other, and no such provision shall be affected or rendered invalid or unenforceable by virtue of the fact that for any reason any other such provision may be invalid or unenforceable in whole or in part. If any provision of this Agreement is prohibited or unenforceable in any jurisdiction, such provision shall be ineffective in such jurisdiction only to the extent of such prohibition or unenforceability, and such prohibition or unenforceability shall not invalidate the balance of such provision to the extent it is not prohibited or unenforceable nor render prohibited or unenforceable such provision in any other jurisdiction.

10. Counterparts; Facsimiles. This Agreement may be executed in any number of counterparts, and by Agent and Grantor on separate counterparts, each of which, when so executed and delivered, shall be an original, but all of which shall together constitute one and the same Agreement. A counterpart hereof executed and delivered by facsimile or PDF shall be effective as an original for all applicable purposes.

11. Conflict of Terms. Except as otherwise explicitly provided in this Agreement, if any provision contained in this Agreement is in conflict with or inconsistent with any provision in the Amended Loan Agreement, the provision contained in the Amended Loan Agreement shall govern and control, to the extent of such conflict or inconsistency.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement, as of the date first above written.

THE GRANTOR:

AIR METHODS CORPORATION
ROCKY MOUNTAIN HOLDINGS, L.L.C.
NATIVE AMERICAN AIR AMBULANCE, INC.
OMNIFLIGHT HELICOPTERS, INC.
ENCHANTMENT AVIATION, INC.

By: 
Name: Trent J. Carman
Title: Chief Financial Officer

Address:
7301 South Peoria Street
Englewood, Colorado 80112
Attn: Trent J. Carman
Phone: 303-792-7591
Facsimile: 303-790-4780

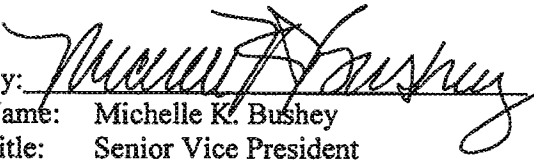
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[Signature Page to Second Amended and Restated
Assignment of Security Interest in Patent and Trademark Security Agreement]

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THE AGENT

KEYBANK NATIONAL ASSOCIATION

By: 
Name: Michelle K. Bushey
Title: Senior Vice President

Address:
1675 Broadway, Suite 300
Denver, Colorado 80202
Attn: Michelle Bushey
Phone: 720-904-4536
Facsimile: 720-904-4515

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SCHEDULE A

Issued U.S. Patents of the Grantor

<u>Patent No.</u>	<u>Inventor</u>	<u>Title</u>
5,372,339	AIR METHODS CORPORATION	Multi-tiered Litter Rack System
5,383,629	AIR METHODS CORPORATION	Emergency Medical System
5,785,277	AIR METHODS CORPORATION	Patient Loading System and Transport Device for Aircraft
5,738,306	AIR METHODS CORPORATION	Patient Loading System and Transport Device for Aircraft
6,152,401	AIR METHODS CORPORATION	Deployable Chair System for Use in Patient Transport Aircraft

Pending U.S. Patent Applications of the Grantor

<u>Serial No.</u>	<u>Inventor</u>	<u>Title</u>
12,897,554	AIR METHODS CORPORATION	Roll-on, Foldable Litter and Patient Handling System for Emergency Transport Vehicles

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SCHEDULE B

U.S. Trademarks of the Grantor

<u>Registration No.</u>	<u>Registered Owner</u>	<u>Mark</u>
2345539	AIR METHODS CORPORATION	Air Methods Logo
2347187	AIR METHODS CORPORATION	Air Methods Logo
1345108	AIR METHODS CORPORATION	Air Life
3656783	AIR METHODS CORPORATION	One Call Transfer Center
3478787	AIR METHODS CORPORATION	One Call Transfer Center
3662708	AIR METHODS CORPORATION	Life Com
3748218	AIR METHODS CORPORATION	Complete Billing Solutions
3748197	AIR METHODS CORPORATION	Complete Billing Solutions
1637132	ROCKY MOUNTAIN HOLDINGS, L.L.C.	Advantage Aviation
2211603	ROCKY MOUNTAIN HOLDINGS, L.L.C.	Life Net
2425026	ROCKY MOUNTAIN HOLDINGS, L.L.C.	Life Com
2383383	ROCKY MOUNTAIN HOLDINGS, L.L.C.	Complete Billing Solutions
3372157	NATIVE AMERICAN AIR AMBULANCE, INC.	Native American Air Ambulance, Inc.
2819250	NATIVE AMERICAN AIR AMBULANCE, INC.	NATIVE AIR and Design
3311055	OMNIFLIGHT HELICOPTERS, INC.	Omniflight Helicopters, Inc.
TK 04080201	ENCHANTMENT AVIATION, INC.	SOUTHWEST MED EVAC

Pending U.S. Trademark Applications of the Grantor

<u>Application No.</u>	<u>Applicant</u>	<u>Mark</u>
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AIR METHODS
CORPORATION
ROCKY
MOUNTAIN
HOLDINGS, L.L.C.

Air Methods Logo

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Life Net

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RECORDED: 08/18/2011

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