

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM557261

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MASA Holdings, Inc.		01/13/2020	Corporation: DELAWARE
Medical Air Services Association, Inc.		01/13/2020	Corporation: OKLAHOMA
RECEIVING PARTY DATA			
Name:	Madison Capital Funding LLC, as Agent		
Street Address:	227 West Monroe Street, Suite 5400		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	5456344	MEDICAL AIR SERVICES ASSOCIATION	
Registration Number:	5409230	TRANSPORTATION & RELOCATION PROTECTION P	
Registration Number:	5360466	MASA GLOBAL	
Registration Number:	5360467	MASA MEDICAL TRANSPORT SOLUTIONS	
Registration Number:	5365479	MASA TRANSPORT & RELOCATION SOLUTIONS	
Registration Number:	5126902	MASA	
Registration Number:	5126903	MASA ASSIST	
Registration Number:	5720120	ANY GROUND. ANY AIR. ANYWHERE.	
CORRESPONDENCE DATA			
Fax Number:	3129021061		
<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:	312.577.8034		
Email:	oscar.ruiz@katten.com		
Correspondent Name:	Oscar Ruiz c/o Katten Muchin Rosenman		
Address Line 1:	525 West Monroe Street		
Address Line 4:	Chicago, ILLINOIS 60661		
ATTORNEY DOCKET NUMBER:	214338-490		

CH \$215.00 5456344

NAME OF SUBMITTER:	Oscar Ruiz
SIGNATURE:	/Oscar Ruiz/
DATE SIGNED:	01/13/2020
Total Attachments: 6 source=MASA - Intellectual Property Security Agreement#page1.tif source=MASA - Intellectual Property Security Agreement#page2.tif source=MASA - Intellectual Property Security Agreement#page3.tif source=MASA - Intellectual Property Security Agreement#page4.tif source=MASA - Intellectual Property Security Agreement#page5.tif source=MASA - Intellectual Property Security Agreement#page6.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of January 13, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, this “Agreement”), by MASA Holdings, Inc., a Delaware corporation, formerly known as Medical Air Services, Inc. (“MASA Holdings”) and Medical Air Services Association, Inc., an Oklahoma corporation (“MASA, Inc.”, together with Holdings, the “Grantors”, and each a “Grantor”) in favor of Madison Capital Funding LLC, in its capacities as administrative agent for the Lenders and as collateral agent for the Secured Parties (together with its successors in such capacities, the “Agent”).

Reference is made to that certain Pledge and Security Agreement, dated as of January 13, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), among the Grantors, the other grantors party thereto and the Agent, pursuant to which the Grantors have granted a security interest to the Agent in the IP Collateral (as defined below) and are required to execute and deliver this Agreement. Consistent with the requirements set forth in Section 4.03(c) of the Security Agreement, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings assigned to them (including by reference to other agreements) in the Security Agreement.

SECTION 2. Grant of Security Interest. As security for the prompt and complete payment or performance, as the case may be, in full of the Secured Obligations, each Grantor, pursuant to the Security Agreement, hereby grants to the Agent, its successors and permitted assigns, on behalf of and for the ratable benefit of the Secured Parties, a security interest in all of its right, title and interest in and to all of the following intellectual property, whether now owned by or owing to or hereafter acquired by or arising in favor of such Grantor (collectively, the “IP Collateral”):

- A. all Trademark registrations and pending applications for Trademark registration in the United States Patent and Trademark Office listed on Schedule I hereto, including all goodwill of the business connected with the use of and symbolized by any of the foregoing;
- B. all Copyright registrations and pending applications for Copyright registration in the United States Copyright Office listed on Schedule I;
- C. the right to sue or otherwise recover for past, present and future infringements, dilutions or other violations or impairments of any of the foregoing, including the right to settle suits involving claims and demands for royalties owing; and
- D. all Proceeds of the foregoing, including all income, royalties, damages, claims and payments now or hereafter due and/or payable under any of the foregoing, including damages, claims or payments for past or future infringements, dilutions (with respect to Trademarks) or other violations or impairments of any of the foregoing.

Notwithstanding the foregoing, the term “IP Collateral” (and any component definition thereof) shall not include any Excluded Asset. Notwithstanding anything to the contrary contained herein, immediately upon the ineffectiveness, lapse or termination of any restriction or condition set forth in the definition of “Excluded Assets” in the Credit Agreement, the IP Collateral shall include, and the relevant Grantor shall be deemed to have automatically granted a security interest in, all relevant previously restricted or conditioned rights, interests or other assets, as the case may be, as if such restriction or condition had never been in effect.

SECTION 3. Security Agreement. The security interests granted to the Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the IP Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. Governing Law. This Agreement and any claim, controversy or dispute arising under or related to this Agreement, whether in tort, contract (at law or in equity) or otherwise, shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

SECTION 5. Termination or Release.

(a) This Agreement shall continue in effect until the Termination Date, and the Liens granted by each relevant Grantor hereunder shall be automatically released and each relevant Grantor shall automatically be released from its obligations hereunder in the circumstances described in Article 8 and Section 9.22 of the Credit Agreement.

(b) In connection with any termination or release pursuant to paragraph (a) above, the Agent shall promptly execute (if applicable) and deliver to any Grantor, at such Grantor's expense, all UCC termination statements and similar documents (including security interest termination and release agreements for filing with the United States Patent and Trademark Office or the United States Copyright Office, as applicable, that such Grantor shall reasonably request, in a form reasonably satisfactory to such Grantor, to evidence and/or effectuate such termination or release. Any execution and delivery of documents pursuant to this Section 5 shall be without recourse to or representation or warranty by the Agent or any other Secured Party. Each Grantor shall reimburse the Agent for all costs and expenses, including any fees and expenses of counsel, incurred by it in connection with any action contemplated by this Section 5 pursuant to and to the extent required by Section 9.03(a) of the Credit Agreement.

(c) The Agent shall have no liability whatsoever to any other Secured Party as the result of any release of IP Collateral by it in accordance with (or which the Agent in good faith believes to be in accordance with) the terms of this Section 5.

SECTION 6. Counterparts. This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or by email as a ".pdf" or ".tif" attachment or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Agreement.

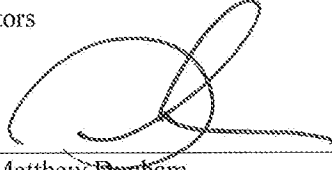
SECTION 7. INTERCREDITOR AGREEMENT GOVERNS. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIENS AND SECURITY INTERESTS GRANTED TO THE AGENT FOR THE BENEFIT OF THE SECURED PARTIES PURSUANT TO THIS AGREEMENT AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE AGENT AND THE OTHER SECURED PARTIES WITH RESPECT TO ANY IP COLLATERAL HEREUNDER ARE SUBJECT TO THE PROVISIONS OF EACH APPLICABLE ACCEPTABLE INTERCREDITOR AGREEMENT. IN THE EVENT OF ANY CONFLICT BETWEEN THE PROVISIONS OF ANY APPLICABLE ACCEPTABLE INTERCREDITOR AGREEMENT AND

THIS AGREEMENT, THE PROVISIONS OF SUCH ACCEPTABLE INTERCREDITOR AGREEMENT SHALL GOVERN AND CONTROL.

[Signature Pages Follow]

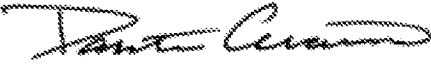
IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

MASA HOLDINGS, INC.
MEDICAL AIR SERVICES ASSOCIATION, INC.,
as Grantors

By: 
Name: Matthew Dunham
Title: Chief Legal Officer and Secretary

ACCEPTED AND AGREED
as of the date first above written:

MADISON CAPITAL FUNDING LLC,
as Agent

By: 
Name: Dante Arciero
Title: Vice President

SCHEDULE I

U.S. TRADEMARK REGISTRATIONS AND APPLICATIONS FOR TRADEMARK REGISTRATION

	Mark	Serial Number	Filing Date	Registration Number	Registration Date	Record Owner
1.	Medical Air Services Association	87252437	11/30/2016	5456344	5/1/2018	Medical Air Services Association, Inc.
2.	Transportation and Relocation Protection Plan	87252495	11/30/2016	5409230	2/20/2018	Medical Air Services Association, Inc.
3.	MASA Global	86827596	11/20/2015	5360466	12/19/2017	Medical Air Services Association, Inc.
4.	MASA Medical Transport Solutions	86827611	11/20/2015	5360467	12/19/2017	Medical Air Services Association, Inc.
5.	MASA Transport and Relocation Solutions	86827626	11/20/2015	5365479	12/26/2017	Medical Air Services Association, Inc.
6.	MASA	86822042	11/16/2015	5126902	1/24/2017	Medical Air Services Association, Inc.
7.	MASA Assist	86822053	11/16/2015	5126903	1/24/2017	Medical Air Services Association, Inc.
8.	Any Ground. Any Air. Anywhere.	88002330	6/15/2018	5720120	April 9, 2019	Medical Air Services Association, Inc.

U.S. COPYRIGHT REGISTRATIONS AND APPLICATIONS FOR COPYRIGHT REGISTRATION

	Title	Registration Number	Registration Date	Record Owner
1.	Medical air services/member services.	TX0001565877	4/24/1985	Medical Air Services, Inc.
2.	Medical air services/member services.	TX0002497812	3/10/1989	Medical Air Services, Inc.