

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM601013

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Grant of Security Interest in Trademark Rights		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Med-Trans Corporation		10/02/2020	Corporation: NORTH DAKOTA
RECEIVING PARTY DATA			
Name:	The Bank of New York Mellon Trust Company, N.A., as Notes Collateral Agent		
Street Address:	Attention: Corporate Trust Administration, 601 Travis Street, 16th Floor		
City:	Houston		
State/Country:	TEXAS		
Postal Code:	77002		
Entity Type:	national association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1684003	AERO CARE AIRBORNE CRITICAL CARE TRANSPOR	
CORRESPONDENCE DATA			
Fax Number:	2138918763		
<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>			
Email:	rhonda.deleon@lw.com		
Correspondent Name:	Latham & Watkins LLP		
Address Line 1:	355 South Grand Avenue		
Address Line 4:	Los Angeles, CALIFORNIA 90071-1560		
ATTORNEY DOCKET NUMBER:	042742-0158		
NAME OF SUBMITTER:	Rhonda DeLeon		
SIGNATURE:	/Rhonda DeLeon/		
DATE SIGNED:	10/02/2020		
Total Attachments: 9			
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GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (this “Agreement”), dated as of October 2, 2020, is made by the parties listed on the signature pages hereof (each, a “Grantor”), in favor of The Bank Of New York Mellon Trust Company, N.A., as notes collateral agent (in such capacity, the “Notes Collateral Agent”) in connection with that certain Indenture, dated as of October 2, 2020 (as amended, restated, supplemented or otherwise modified from time to time, the “Indenture”), among Global Medical Response, Inc. (“Issuer”), GMR Intermediate Corp. (“Holdings”), the subsidiaries of the Issuer named therein and The Bank Of New York Mellon Trust Company, N.A., as trustee and Notes Collateral Agent.

W I T N E S S E T H:

WHEREAS, in connection with the Indenture, each Grantor and any Subsidiaries that become a party thereto, have executed and delivered a Security Agreement, dated as of October 2, 2020 in favor of the Notes Collateral Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the “Security Agreement”);

WHEREAS, pursuant to the Security Agreement, each Grantor has granted to the Notes Collateral 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; and

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to induce the Holders to hold the Notes of the Issuer, each Grantor agrees, for the benefit of the Notes Collateral Agent and the Secured Parties, as follows:

1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Indenture and the Security Agreement.

2. Grant of Security Interest. 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 Schedule A hereto), including the goodwill associated with such Trademarks and the right to receive all Proceeds therefrom (collectively, the “Collateral”), to the Notes 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) 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.

3. Purpose. 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. 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.

4. Acknowledgment. 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 Indenture 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 Indenture, the terms of the Indenture shall govern.

5. Notes Collateral Agent. The Bank of New York Mellon Trust Company, N.A., is executing this Agreement, not in its individual capacity but solely in its capacity as Notes Collateral Agent under the Indenture. In acting hereunder, the Notes Collateral Agent shall be entitled to all the rights, powers, protections, immunities, and indemnities afforded to it under the Indenture as if the same were set forth herein, mutatis mutandis. The permissive rights, benefits and powers granted to the Notes Collateral Agent hereunder (including the power to exercise any remedies following an Event of Default) shall not be construed as duties. All discretionary acts hereunder (including the exercise of any remedies) shall be taken by the Notes Collateral Agent pursuant and subject to the terms of the Indenture (including the Notes Collateral Agent's right to be adequately indemnified and directed). The Note Collateral Agent shall be entitled to exercise its rights, powers and duties hereunder through agents, experts or designees and shall not be responsible for the acts of any such parties appointed with due care. Notwithstanding anything herein to the contrary, the Notes Collateral Agent shall have no responsibility for preparing, recording, filing, re-recording, or re-filing any financing statement, perfection statement, continuation statement or other instrument in any public office or for otherwise ensuring the perfection or maintenance of any security interest granted pursuant to this Agreement, the Indenture or any Security Document.

6. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic transmission will be as effective as delivery of a manually executed counterpart hereof. The words "execution," "signed," "signature," and words of like import in this Agreement shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

7. Governing Law: This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

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.

GLOBAL MEDICAL RESPONSE, INC.,
as Grantor

By: _____
Name: Thomas A. A. Cook
Title: Executive Vice President, General Counsel and
Secretary

REACH AIR MEDICAL SERVICES, LLC,
as Grantor

By: _____
Name: Thomas A. A. Cook
Title: Executive Vice President, General Counsel and
Secretary

EAGLEMED LLC,
as Grantor

By: _____
Name: Thomas A. A. Cook
Title: Executive Vice President, General Counsel and
Secretary

MED-TRANS CORPORATION,
as Grantor

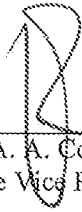
By: _____
Name: Thomas A. A. Cook
Title: Executive Vice President, General Counsel and
Secretary

AIR EVAC EMS, INC.,
as Grantor

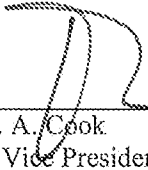
By: _____
Name: Thomas A. A. Cook
Title: Executive Vice President, General Counsel and
Secretary

[Signature Page to the Grant of Security Interest in Trademark Rights]


LIFEGUARD AMBULANCE SERVICE LLC,
as Grantor

By: 
Name: Thomas A. A. Cook
Title: Executive Vice President, General Counsel and
Secretary

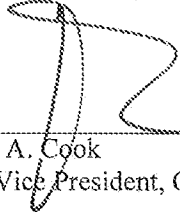
ACCESS 2 CARE, LLC,
as Grantor

By: 
Name: Thomas A. A. Cook
Title: Executive Vice President, General Counsel and
Secretary

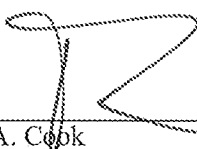
AMERICAN MEDICAL RESPONSE, INC.,
as Grantor

By: 
Name: Thomas A. A. Cook
Title: Executive Vice President, General Counsel and
Secretary


MEDICWEST AMBULANCE, INC.,
as Grantor

By: 
Name: Thomas A. A. Cook
Title: Executive Vice President, General Counsel and
Secretary

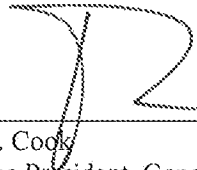
R/M MANAGEMENT CO., INC.,
as Grantor

By: 
Name: Thomas A. A. Cook
Title: Executive Vice President, General Counsel and
Secretary

TRANSPLANT TRANSPORTATION SERVICES, INC.,
as Grantor

By: 
Name: Thomas A. A. Cook
Title: Executive Vice President, General Counsel and
Secretary

CALSTAR AIR MEDICAL SERVICES LLC,
as Grantor

By: 
Name: Thomas A. A. Cook
Title: Executive Vice President, General Counsel and Secretary

[Signature Page to the Grant of Security Interest in Trademark Rights]

TRADEMARK
REEL: 007068 FRAME: 0955

THE BANK OF NEW YORK MELLON TRUST COMPANY,
N.A.,
as the Notes Collateral Agent

By: Lawrence M. Kusch
Name: Lawrence M. Kusch
Title: Vice President

[Signature Page to the Grant of Security Interest in Trademark Rights]

TRADEMARK
REEL: 007068 FRAME: 0956

SCHEDULE A

U.S. Trademark Registrations and Applications

Registered Owner/ Grantor	Registration / (Application Number)	Trademark
Global Medical Response, Inc.	3801008	AIRMEDCARE NETWORK
Global Medical Response, Inc.	3877815	
Reach Air Medical Services, LLC	4169943	ABOVE & BEYOND
Reach Air Medical Services, LLC	4123902	FIRSTCALL
Reach Air Medical Services, LLC	3572212	REACH
Reach Air Medical Services, LLC	4976613	FIRSTCALL
Global Medical Response, Inc.	3507512	
EagleMed LLC	3784641	EAGLEMED
EagleMed LLC	3784639	
Med-Trans Corporation	1684003	
Air Evac EMS, Inc.	3274302	AIR EVAC LIFETEAM
Air Evac EMS, Inc.	3274301	
Air Evac EMS, Inc.	3188828	LIFETEAM
Air Evac EMS, Inc.	4133586	WHEN SECONDS COUNT
Lifeguard Ambulance Service LLC	5243641	LIFEGUARD
Lifeguard Ambulance Service LLC	5243643	
Access 2 Care, LLC	4078433	ACCESS2CARE
American Medical Response, Inc.	2193012	AMR

Registered Owner/ Grantor	Registration / (Application Number)	Trademark
American Medical Response, Inc.	2193013	AMERICAN MEDICAL RESPONSE
American Medical Response, Inc.	2429030	AMR
American Medical Response, Inc.	3226157	NATIONAL COLLEGE OF TECHNICAL INSTRUCTION
American Medical Response, Inc.	4681329	SAFETY JAM
American Medical Response, Inc.	4793928	POWERED BY AMR
American Medical Response, Inc.	4793929	POWERED BY AMR
American Medical Response, Inc.	4796192	NCTI & design
American Medical Response, Inc.	5583541	AMR AMERICAN MEDICAL RESPONSE & design
American Medical Response, Inc.	5583542	AMR AMERICAN MEDICAL RESPONSE & design
Global Medical Response, Inc.	3483256	GMR GLOBAL MEDICAL RESPONSE
Global Medical Response, Inc.	3483257	GMR GLOBAL MEDICAL RESPONSE
Global Medical Response, Inc.	5464411	GMR
Global Medical Response, Inc.	5479915	GMR
Global Medical Response, Inc.	5479914	GMR
Global Medical Response, Inc.	5644774	GMR GLOBAL MEDICAL RESPONSE & design
Global Medical Response, Inc.	5650607	GMR GLOBAL MEDICAL RESPONSE & design
Global Medical Response, Inc.	5650606	GMR GLOBAL MEDICAL RESPONSE & design
Global Medical Response, Inc.	5474500	GLOBAL MEDICAL RESPONSE
Global Medical Response, Inc.	5474499	GLOBAL MEDICAL RESPONSE
Global Medical Response, Inc.	5468393	GLOBAL MEDICAL RESPONSE
Global Medical Response, Inc.	5063260	AMCN FLY-U-HOME
MedicWest Ambulance, Inc.	3211928	MEDICWEST
MedicWest Ambulance, Inc.	3216515	MEDICWEST
MedicWest Ambulance, Inc.	3225904	MEDICWEST
R/M Management Co., Inc.	2090501	RURAL/METRO
R/M Management Co., Inc.	2758901	KIDZULANCE
R/M Management Co., Inc.	2775781	SW+ & design

Registered Owner/ Grantor	Registration / (Application Number)	Trademark
R/M Management Co., Inc.	2829946	SOUTHWEST AMBULANCE
R/M Management Co., Inc.	2830121	R/M & design
R/M Management Co., Inc.	2956911	[Design Only]
R/M Management Co., Inc.	4667045	[Design Only]
R/M Management Co., Inc.	4667047	[Design Only]
R/M Management Co., Inc.	4674872	RURAL/METRO
R/M Management Co., Inc.	4674874	RURAL/METRO FIRE DEPT.
Transplant Transportation Services, Inc.	3948743	DONORLOGIC
CALSTAR AIR MEDICAL SERVICES LLC	4542643	CALSTAR
CALSTAR AIR MEDICAL SERVICES LLC	4546838	C CALSTAR [and design]
CALSTAR AIR MEDICAL SERVICES LLC	4546839	ALL ACCESS TRANSFER CENTER [and design]
CALSTAR AIR MEDICAL SERVICES LLC	4711719	ALL ACCESS TRANSFER CENTER