

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM851028

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Emcare, LLC		11/03/2023	Limited Liability Company: DELAWARE
Envision Physician Services, LLC		11/03/2023	Limited Liability Company: DELAWARE
Infinity Healthcare, Inc.		11/03/2023	Corporation: ILLINOIS
Reimbursement Technologies, Inc.		11/03/2023	Corporation: PENNSYLVANIA
Sheridan Healthcare, LLC		11/03/2023	Limited Liability Company: DELAWARE
Valley Anesthesiology Consultants, Inc.		11/03/2023	Corporation: ARIZONA
Envision Healthcare Operating, Inc.		11/03/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Ankura Trust Company, LLC		
Street Address:	140 Sherman Street, 4th Floor		
City:	Fairfield		
State/Country:	CONNECTICUT		
Postal Code:	06824		
Entity Type:	Limited Liability Company: NEW HAMPSHIRE		
PROPERTY NUMBERS Total: 36			
Property Type	Number	Word Mark	
Registration Number:	1317259	EMCARE	
Registration Number:	2463604	EMCARE	
Registration Number:	4529923	EMCARE'S DOOR TO DISCHARGE	
Registration Number:	4591611		
Registration Number:	4591613		
Registration Number:	4591614		
Registration Number:	4059271	CIM	
Registration Number:	3634424	E	
Registration Number:	3526565	ED SOLUTIONS	

CH \$915.00 1317259

Property Type	Number	Word Mark
Registration Number:	3172748	WEBEMARS
Registration Number:	4120292	INFINITY HEALTHCARE
Registration Number:	4152107	INFINITY HEALTHCARE
Registration Number:	3839773	INFINITY HEALTHCARE
Registration Number:	6036499	INFINITY HEALTHCARE AN ENVISION PHYSICIA
Registration Number:	6067229	INFINITY HEALTHCARE AN ENVISION PHYSICIA
Registration Number:	6036500	INFINITY HEALTHCARE AN ENVISION PHYSICIA
Registration Number:	6036501	INFINITY HEALTHCARE AN ENVISION PHYSICIA
Registration Number:	6067231	INFINITY HEALTHCARE AN ENVISION PHYSICIA
Registration Number:	6036502	INFINITY HEALTHCARE AN ENVISION PHYSICIA
Registration Number:	2262484	REIMBURSEMENT TECHNOLOGIES
Registration Number:	4015454	PREMIEHR
Registration Number:	4598560	SHERIDAN
Registration Number:	3582444	SHERIDAN HEALTHCARE
Registration Number:	5921222	TEMPO
Registration Number:	4355282	THE CLINICAL PRACTICE OF LEAN
Registration Number:	5370403	CANDESCENT HEALTH
Registration Number:	6406167	MAC MEDICAL ANESTHESIA CONSULTANTS
Registration Number:	6311675	MAC MEDICAL ANESTHESIA CONSULTANTS
Registration Number:	6406168	MAC MEDICAL ANESTHESIA CONSULTANTS
Registration Number:	6406169	MAC MEDICAL ANESTHESIA CONSULTANTS
Registration Number:	6549907	MAC MEDICAL ANESTHESIA CONSULTANTS AN EN
Registration Number:	6406170	MAC MEDICAL ANESTHESIA CONSULTANTS AN EN
Registration Number:	5738120	V VALLEY ANESTHESIOLOGY & PAIN CONSULTAN
Registration Number:	5738122	V VALLEY PAIN CONSULTANTS
Registration Number:	5738119	VALLEY ANESTHESIOLOGY & PAIN CONSULTANTS
Registration Number:	5738121	VALLEY PAIN CONSULTANTS

CORRESPONDENCE DATA

Fax Number: 9494754754
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.
Phone: 949-451-3800
Email: skann@gibsondunn.com
Correspondent Name: Stephanie Kann
Address Line 1: 3161 Michelson Drive
Address Line 4: Irvine, CALIFORNIA 92612

ATTORNEY DOCKET NUMBER:	06616-00001
NAME OF SUBMITTER:	Stephanie Kann

SIGNATURE:	/stephanie kann/
DATE SIGNED:	11/03/2023
Total Attachments: 8 source=Envision - Trademark Security Agreement Executed#page1.tif source=Envision - Trademark Security Agreement Executed#page2.tif source=Envision - Trademark Security Agreement Executed#page3.tif source=Envision - Trademark Security Agreement Executed#page4.tif source=Envision - Trademark Security Agreement Executed#page5.tif source=Envision - Trademark Security Agreement Executed#page6.tif source=Envision - Trademark Security Agreement Executed#page7.tif source=Envision - Trademark Security Agreement Executed#page8.tif	

GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (this “Agreement”), dated as of November 3, 2023, is made by each of the Subsidiaries listed on the signature pages hereto or that becomes a party hereto pursuant to Section 8.14 of the Security Agreement (as defined below) (each, a “Grantor” and collectively, the “Grantors”), in favor of Ankura Trust Company, LLC, as collateral agent (in such capacity, the “Agent”) for the benefit of the Secured Parties in connection with that certain Credit Agreement, dated as of November 3, 2023 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among Envision Intermediate, Inc., a Delaware corporation (“Holdings”), Envision Healthcare Operating, Inc., a Delaware corporation (the “Borrower”), the lenders from time to time party thereto (each, a “Lender” and, collectively, the “Lenders”) and Ankura Trust Company, LLC, as the Administrative Agent and the Collateral Agent for the benefit of the Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement and the Lenders have severally agreed to make loans to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, each Grantor and any Subsidiaries that become a party thereto, have executed and delivered the First Lien Security Agreement, dated as of November 3, 2023, in favor of the Collateral Agent (together with all amendments, restatements, amendments and restatements, supplements and modifications, if any, from time to time thereafter made thereto, the “Security Agreement”); and

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

NOW THEREFORE, in consideration of the premises and to induce the Administrative Agent, the Collateral Agent and the Lenders to enter into the Credit Agreement, to induce the Lenders to make their respective extensions of credit under the Credit Agreement and to induce one or more Cash Management Banks or Hedge Banks to enter into Secured Cash Management Agreements or Secured Hedge Agreements with the Borrower and/or its Restricted Subsidiaries, the Grantors hereby agree with the Collateral Agent, for the benefit of 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 Credit Agreement 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 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), in full 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 Trademark Office. The Grantor authorizes and requests that the Commissioner for Trademarks record this Agreement. 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.

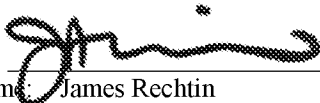
4. Acknowledgment. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of 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 Credit Agreement, the terms of the Credit Agreement shall govern.

5. Counterparts. This Agreement may be executed in one or more counterparts (including by facsimile or other electronic transmission), each of which will be deemed an original, but all of which together constitute one and the same original.

6. Governing Law: THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

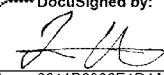
IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

EMCARE, LLC,
a Delaware limited liability company
ENVISION PHYSICIAN SERVICES, LLC,
a Delaware limited liability company
INFINITY HEALTHCARE, INC.,
an Illinois corporation
REIMBURSEMENT TECHNOLOGIES, INC.,
a Pennsylvania corporation
SHERIDAN HEALTHCARE, LLC,
a Delaware limited liability company
VALLEY ANESTHESIOLOGY CONSULTANTS, INC.
an Arizona corporation
each as a Grantor

By: 
Name: James Rechten
Title: President

[Signature Page to Trademark Security Agreement]

ENVISION HEALTHCARE OPERATING, INC.,
a Delaware corporation

DocuSigned by:

By: _____
Name: James Alczos
Title: Chief Executive Officer

ANKURA TRUST COMPANY, LLC,
as the Collateral Agent







By: *Beth Micena*

Name: Beth Micena

Title: Managing Director

SCHEDULE A

Trademark Registrations and Applications






Owner	Mark Name	Application Number	Application Date	Registration Number	Registration Date	Country
Emcare, LLC	EMCARE	73/477,671	4/27/1984	1,317,259	1/29/1985	U.S.
Emcare, LLC	EmCare and design 	75/916,635	2/11/2000	2,463,604	6/26/2001	U.S.
Envision Healthcare Operating, Inc. ¹	EMCARE'S DOOR TO DISCHARGE	85/351,444	6/21/2011	4,529,923	5/13/2014	U.S.
Envision Healthcare Operating, Inc. ²	Four Square Design 	86/043,410	8/20/2013	4,591,611	8/26/2014	U.S.
Envision Healthcare Operating, Inc. ³	Four Square Design 	86/043,412	8/20/2013	4,591,613	8/26/2014	U.S.
Envision Healthcare Operating, Inc. ⁴	Four Square Design 	86/043,413	8/20/2013	4,591,614	8/26/2014	U.S.
Envision Physician Services, LLC	CIM	85/264,497	3/11/2011	4,059,271	11/22/2011	U.S.
Envision Physician Services, LLC	E 	77/579,818	9/26/2008	3,634,424	6/9/2009	U.S.
Envision Physician Services, LLC	ED SOLUTIONS 	77/294,676	10/3/2007	3,526,565	11/4/2008	U.S.
Envision Physician Services, LLC	WEBEMARS	78/859,595	4/12/2006	3,172,748 (Supplemental Register)	11/14/2006	U.S.
Infinity Healthcare, Inc.	INFINITY HEALTHCARE	85/065,556	6/17/2010	4,120,292	4/3/2012	U.S.




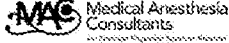
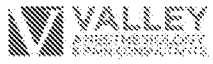

¹ NTD: Pursuant to assignment from Envision Healthcare Corporation.

² NTD: Pursuant to assignment from Envision Healthcare Corporation.

³ NTD: Pursuant to assignment from Envision Healthcare Corporation.

⁴ NTD: Pursuant to assignment from Envision Healthcare Corporation.

Owner	Mark Name	Application Number	Application Date	Registration Number	Registration Date	Country
Infinity Healthcare, Inc.	INFINITY HEALTHCARE 	77/640,272	12/28/2008	4,152,107	6/5/2012	U.S.
Infinity Healthcare, Inc.	INFINITY HEALTHCARE	77/640,194	12/27/2008	3,839,773	8/31/2010	U.S.
Infinity Healthcare, Inc.	INFINITY HEALTHCARE AN ENVISION PHYSICIAN SERVICES AFFILIATE	88/576,684	8/13/2019	6,036,499	4/12/2020	U.S.
Infinity Healthcare, Inc.	INFINITY HEALTHCARE AN ENVISION PHYSICIAN SERVICES AFFILIATE	88/576,693	8/13/2019	6,067,229	6/2/2020	U.S.
Infinity Healthcare, Inc.	INFINITY HEALTHCARE AN ENVISION PHYSICIAN SERVICES AFFILIATE	88/576,700	8/13/2019	6,036,500	4/21/2020	U.S.
Infinity Healthcare, Inc.	INFINITY HEALTHCARE AN ENVISION PHYSICIAN SERVICES AFFILIATE 	88/576,707	8/13/2019	6,036,501	4/21/2020	U.S.
Infinity Healthcare, Inc.	INFINITY HEALTHCARE AN ENVISION PHYSICIAN SERVICES AFFILIATE 	88/576,715	8/13/2019	6,067,231	6/2/2020	U.S.
Infinity Healthcare, Inc.	INFINITY HEALTHCARE AN ENVISION PHYSICIAN SERVICES AFFILIATE 	88/576,732	8/13/2019	6,036,502	4/21/2020	U.S.
Reimbursement Technologies, Inc.	REIMBURSEMENT TECHNOLOGIES	75/418,725	1/15/1998	2,262,484	7/20/1999	U.S.
Sheridan Healthcare, Inc.	PREMIEHR	85/217,116	1/13/2011	4,015,454	8/23/2011	U.S.
Sheridan Healthcare Inc.	SHERIDAN and design  SHERIDAN	85/982,151	7/25/2012	4,598,560	9/2/2014	U.S.
Sheridan Healthcare, LLC	SHERIDAN HEALTHCARE	77/389,255	2/5/2008	3,582,444	3/3/2009	U.S.

Owner	Mark Name	Application Number	Application Date	Registration Number	Registration Date	Country
Sheridan Healthcare, LLC	TEMPO	86/955,501	3/28/2016	5,921,222	11/26/2019	U.S.
Sheridan Healthcare, LLC	THE CLINICAL PRACTICE OF LEAN ⁵	85/621,869	5/10/2012	4,355,282	6/18/2013	U.S.
Sheridan Healthcare, LLC	CANDESCENT HEALTH	86/548,942	2/27/2015	5,370,403	1/2/2018	U.S.
Sheridan Healthcare, LLC	MAC MEDICAL ANESTHESIA CONSULTANTS	88/450,564	5/29/2019	6,406,167	7/6/2021	U.S.
Sheridan Healthcare, LLC	MAC MEDICAL ANESTHESIA CONSULTANTS	88/450,574	5/29/2019	6,311,675	4/6/2021	U.S.
Sheridan Healthcare, LLC	MAC MEDICAL ANESTHESIA CONSULTANTS 	88/450,580	5/29/2019	6,406,168	7/6/2021	U.S.
Sheridan Healthcare, LLC	MAC MEDICAL ANESTHESIA CONSULTANTS 	88/450,588	5/29/2019	6,406,169	7/6/2021	U.S.
Sheridan Healthcare, LLC	MAC MEDICAL ANESTHESIA CONSULTANTS AN ENVISION PHYSICIAN SERVICES PROVIDER 	88/450,597	5/29/2019	6,549,907	11/9/2021	U.S.
Sheridan Healthcare, LLC	MAC MEDICAL ANESTHESIA CONSULTANTS AN ENVISION PHYSICIAN SERVICES PROVIDER 	88/450,603	5/29/2019	6,406,170	7/6/2021	U.S.
Valley Anesthesiology Consultants, Inc.	V VALLEY ANESTHESIOLOGY & PAIN CONSULTANTS 	88/002,837	6/15/2018	5,738,120	4/30/2019	U.S.
Valley Anesthesiology Consultants, Inc.	V VALLEY PAIN CONSULTANTS 	88/002,846	6/15/2018	5,738,122	4/30/2019	U.S.
Valley Anesthesiology Consultants, Inc.	VALLEY ANESTHESIOLOGY & PAIN CONSULTANTS	88/002,825	6/15/2018	5,738,119	4/30/2019	U.S.
Valley Anesthesiology Consultants, Inc.	VALLEY PAIN CONSULTANTS	88/002,842	6/15/2018	5,738,121	4/30/2019	U.S.

⁵ No longer used. Declaration of use not filed and currently in 6-month grace period ending December 18, 2023.