

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Eastern Ambulance Service, Inc.		03/04/2005	CORPORATION: NEBRASKA
Eastern Paramedics, Inc.		03/04/2005	CORPORATION: DELAWARE
Medstar Emergency Medical Services, Inc.		03/04/2005	CORPORATION: DELAWARE
Multi-Health Corp.		03/04/2005	CORPORATION: FLORIDA
Professional Medical Services, Inc.		03/04/2005	CORPORATION: ARKANSAS
R/M Management Co., Inc.		03/04/2005	CORPORATION: ARIZONA

RECEIVING PARTY DATA

Name:	CITICORP NORTH AMERICA, INC., as collateral agent
Street Address:	390 Greenwich Street
City:	NEW YORK CITY
State/Country:	NEW YORK
Postal Code:	10013
Entity Type:	CORPORATION:

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Serial Number:	76332495	MEDMINDER
Serial Number:	76044119	HELPLINK
Serial Number:	78244686	
Serial Number:	78244673	
Serial Number:	78241870	SW+
Serial Number:	78239674	R/M
Serial Number:	78188019	SW+
Serial Number:	78186660	SOUTHWEST AMBULANCE
Serial Number:	78137136	KIDZULANCE

TRADEMARK

REEL: 003054 FRAME: 0760

900022073

CH \$265.00 76332495

Serial Number:

75020135

RURAL/METRO

CORRESPONDENCE DATA

Fax Number: (202)728-0744

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 2027216405

Email: christine.wilson@t-t.com

Correspondent Name: Thomson & Thomson

Address Line 1: 1750 K Street, NW

Address Line 2: Suite 200

Address Line 4: Washington, DISTRICT OF COLUMBIA 20006

NAME OF SUBMITTER:

CHRISTINE WILSON

Signature:

/CHRISTINE WILSON/

Date:

03/29/2005

Total Attachments: 5

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Trademark Security Agreement

Trademark Security Agreement, dated as of March 4, 2005 by Rural/Metro Operating Company, LLC, a Delaware limited liability company, Rural/Metro Corporation, a Delaware corporation and the subsidiaries listed on the signature pages hereto (individually, a "Pledgor", and, collectively, the "Pledgors"), in favor of CITICORP NORTH AMERICA, INC., in its capacity as administrative agent pursuant to the Credit Agreement (in such capacity, the "Collateral Agent").

WITNESSETH:

WHEREAS, the Pledgors are party to a Security Agreement of even date herewith (the "Security Agreement") in favor of Citicorp North America, Inc., as collateral agent (the "Collateral Agent"), pursuant to which the Pledgors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Pledgors hereby agree with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Collateral of such Pledgor:

- (a) Trademarks of such 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).

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and Pledgors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In

the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. Upon the termination of the Security Agreement, the Collateral Agent shall execute, acknowledge, and deliver to the Pledgors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

[signature page follows]

RURAL/METRO CORPORATION,
 RURAL/METRO (DELAWARE) INC.,
 AID AMBULANCE AT VIGO COUNTY, INC.,
 AMBULANCE TRANSPORT SYSTEMS, INC.,
 AMERICAN LIMOUSINE SERVICE, INC.,
 BEACON TRANSPORTATION, INC.,
 CHOICE AMERICAN AMBULANCE SERVICE, INC.,
 COASTAL EMS, INC.,
 CORNING AMBULANCE SERVICE, INC.,
 DONLOCK, LTD.,
 E.M.S. VENTURES, INC.,
 EMS VENTURES OF SOUTH CAROLINA, INC.,
 EASTERN AMBULANCE SERVICE, INC.,
 EASTERN PARAMEDICS, INC.,
 GOLD CROSS AMBULANCE SERVICES, INC.,
 KEEFE & KEEFE AMBULETTE, LTD.,
 KEEFE & KEEFE, INC.,
 LASALLE AMBULANCE INC.,
 MEDI-CAB OF GEORGIA, INC.,
 MEDICAL EMERGENCY DEVICES AND SERVICES (MEDS), INC.,
 MEDICAL TRANSPORTATION SERVICES, INC.,
 MEDSTAR EMERGENCY MEDICAL SERVICES, INC.,
 MERCURY AMBULANCE SERVICE, INC.,
 METRO CARE CORP.,
 MOBILE MEDICAL TRANSPORTATION, INC.,
 MO-RO-KO, INC.,
 MULTI CAB INC.,
 MULTI-CARE INTERNATIONAL, INC.,
 MULTI-CARE MEDICAL CAR SERVICE, INC.,
 MULTI-HEALTH CORP.,
 MYERS AMBULANCE SERVICE INC.,
 NATIONAL AMBULANCE & OXYGEN SERVICE, INC.,
 NORTH MISS. AMBULANCE SERVICE, INC.,
 PROFESSIONAL MEDICAL SERVICES, INC.,
 RISC AMERICA ALABAMA FIRE SAFETY SERVICES, INC.,
 RMC INSURANCE LTD.,
 RMFD OF NEW JERSEY, INC.,
 R/M MANAGEMENT CO., INC.,
 R/M OF MISSISSIPPI, INC.,
 R/M OF TENNESSEE G.P., INC.,
 R/M OF TENNESSEE L.P., INC.,
 R/M OF TEXAS, G.P., INC.,
 R/M PARTNERS, INC.,
 RURAL/METRO COMMUNICATIONS SERVICES, INC.,
 RURAL/METRO CORPORATION (an Arizona Corporation),
 RURAL/METRO CORPORATION OF FLORIDA,
 RURAL/METRO CORPORATION OF TENNESSEE,
 RURAL/METRO FIRE DEPT., INC.,
 RURAL/METRO HOSPITAL SERVICES, INC.,
 RURAL/METRO LOGISTICS, INC.,
 RURAL/METRO MID-ATLANTIC, INC.,
 RURAL/METRO MID-ATLANTIC II, INC.,
 RURAL/METRO OF ALABAMA, INC.,
 RURAL/METRO OF ARKANSAS, INC.,
 RURAL/METRO OF ARLINGTON, INC.,
 RURAL/METRO OF BREWERTON, INC.,
 RURAL/METRO OF CALIFORNIA, INC.,
 RURAL/METRO OF CENTRAL ALABAMA, INC.,
 RURAL/METRO OF CENTRAL COLORADO, INC.,
 RURAL/METRO OF CENTRAL OHIO, INC.,
 RURAL/METRO OF COLORADO, INC.,
 RURAL/METRO OF GEORGIA, INC.,
 RURAL/METRO OF GREATER SEATTLE, INC.,
 RURAL/METRO OF INDIANA, INC.,
 RURAL/METRO OF KENTUCKY, INC.,
 RURAL/METRO OF MISSISSIPPI, INC.,
 RURAL/METRO OF NEBRASKA, INC.,
 RURAL/METRO OF NEW YORK, INC.,
 RURAL/METRO OF NORTH FLORIDA, INC.,
 RURAL/METRO OF NORTHERN OHIO, INC.,
 RURAL/METRO OF OHIO, INC.,
 RURAL/METRO OF OREGON, INC.,
 RURAL/METRO OF ROCHESTER, INC.,
 RURAL/METRO OF SAN DIEGO, INC.,

RURAL/METRO OF SOUTH CAROLINA, INC.,
 RURAL/METRO OF SOUTH DAKOTA, INC.,
 RURAL/METRO OF SOUTHERN OHIO, INC.,
 RURAL/METRO OF TEXAS, INC.,
 RURAL/METRO PROTECTION SERVICES, INC.,
 RURAL/METRO TEXAS HOLDINGS, INC.,
 SIOUX FALLS AMBULANCE, INC.,
 SOUTH GEORGIA EMERGENCY MEDICAL SERVICES, INC.,
 SOUTHWEST AMBULANCE AND RESCUE OF ARIZONA, INC.,
 SOUTHWEST AMBULANCE OF CASA GRANDE, INC.,
 SOUTHWEST AMBULANCE OF NEW MEXICO, INC.,
 SOUTHWEST AMBULANCE OF TUCSON, INC.,
 SOUTHWEST GENERAL SERVICES, INC.,
 SW GENERAL, INC.,
 THE AID AMBULANCE COMPANY, INC.,
 THE AID COMPANY, INC.,
 TOWNS AMBULANCE SERVICE, INC.,
 VALLEY FIRE SERVICE, INC.,
 W&W LEASING COMPANY, INC.,

RURAL/METRO OPERATING COMPANY, LLC
 A Delaware Limited Liability Company
 By: RURAL/METRO CORPORATION,
 A Delaware Corporation, Its Member

RMC CORPORATE CENTER, L.L.C.,
 An Arizona Limited Liability Company
 By: RURAL/METRO CORPORATION,
 An Arizona Corporation, Its Member

RURAL/METRO OF INDIANA, L.P.,
 A Delaware Limited Partnership
 By: THE AID AMBULANCE COMPANY, INC.,
 A Delaware Corporation, Its General Partner

RURAL/METRO OF INDIANA II, L.P.,
 A Delaware Limited Partnership
 By: THE AID AMBULANCE COMPANY, INC.,
 A Delaware Corporation, Its General Partner

RURAL/METRO MID-SOUTH, L.P.,
 A Delaware Limited Partnership
 By: R/M OF TENNESSEE G.P., INC.,
 A Delaware Corporation, Its General Partner

RURAL/METRO OF NORTH TEXAS, L.P.,
 A Delaware Limited Partnership
 By: R/M OF TEXAS G.P., INC.,
 A Delaware Corporation, Its General Partner

RURAL/METRO OF TEXAS, L.P.,
 A Delaware Limited Partnership
 By: R/M OF TEXAS G.P., INC.,
 A Delaware Corporation, Its General Partner

RURAL/METRO OF TENNESSEE, L.P.,
 A Delaware Limited Partnership
 By: R/M OF TENNESSEE G.P., INC.,
 A Delaware Corporation, Its General Partner

By:

Name: Michael S. Zarriello

Title: Secretary

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

CITICORP NORTH AMERICA, INC.,
as Collateral Agent,

By: Nam H. Huh
Name: Nam H. Huh
Title: Vice President

[Trademark Security Agreement]

TRADEMARK
REEL: 003054 FRAME: 0765

Schedule I
to
**TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMAEK APPLICATIONS**

	Country Name	Trademark Name	App. No.	App. Date	Reg. Number	Reg. Date	Current Owner	Status
1.	US	Medminder	76/332495	11/1/01			Eastern Paramedics, Inc.	Pending
2.	US	Helplink	76/044119	5/8/00	2845241	5/25/04	Medical Answering Services, LLC	
3.	US	Design Only	78/244686	5/1/03			R/M Management Co.	Pending
4.	US	Design Only	78/244673	5/1/03			R/M Management Co.	Pending
5.	US	Sw+ And Design	78/241870	4/24/03			R/M Management Co.	Pending
6.	US	R/M And Design	78/239674	4/18/03	2830121	4/6/04	R/M Management Corp	
7.	US	Sw+ And Design	78/188019	11/22/02	2775781	10/21/03	R/M Management Co.	
8.	US	Southwest Ambulance	78/186660	11/19/02	2829946	4/6/04	R/M Management Co., Inc	
9.	US	Kidzulance	78/137136	6/19/02	2758901	9/2/03	R/M Management Co., Inc.	
10.	US	Rural/Metro	75/020135	11/14/95	2090501	8/26/97	R/M Management Co., Inc	