

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of Security Interest in Trademarks		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Citicorp North America, Inc., as Collateral Agent		12/09/2009	Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	R/M Management Co., Inc.		
Street Address:	8401 East Indian School Road		
City:	Scottsdale		
State/Country:	ARIZONA		
Postal Code:	85251		
Entity Type:	CORPORATION: ARIZONA		
Name:	Medical Answering Services, LLC		
Street Address:	665 West Ferry Street		
City:	Buffalo		
State/Country:	NEW YORK		
Postal Code:	14222		
Entity Type:	LIMITED LIABILITY COMPANY: NEW YORK		
Name:	Eastern Paramedics, Inc.		
Street Address:	488 W. Onondaga Street		
City:	Syracuse		
State/Country:	NEW YORK		
Postal Code:	13202		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	2090501	RURAL/METRO	

CH \$265.00 2090501

900149564

TRADEMARK
REEL: 004111 FRAME: 0239

Registration Number:	2845241	HELPLINK
Serial Number:	76332495	MEDMINDER
Registration Number:	2758901	KIDZULANCE
Registration Number:	2829946	SOUTHWEST AMBULANCE
Registration Number:	2775781	SW+
Registration Number:	2830121	R/M
Registration Number:	3021707	SW+
Registration Number:	2956911	
Registration Number:	3022891	

CORRESPONDENCE DATA

Fax Number: (212)310-8007
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 2123108000
 Email: scott.arakawa@weil.com, beth.akers@weil.com
 Correspondent Name: Scott T. Arakawa
 Address Line 1: Weil Gotshal & Manges LLP
 Address Line 2: 767 Fifth Avenue
 Address Line 4: New York, NEW YORK 10153

ATTORNEY DOCKET NUMBER:	71520-0001 J. VAN DEURZEN
-------------------------	---------------------------

NAME OF SUBMITTER:	Scott T. Arakawa
--------------------	------------------

Signature:	/Scott T. Arakawa/
------------	--------------------

Date:	12/09/2009
-------	------------

Total Attachments: 4

source=71520-0001 Release of Security Interest in Trademarks#page1.tif
 source=71520-0001 Release of Security Interest in Trademarks#page2.tif
 source=71520-0001 Release of Security Interest in Trademarks#page3.tif
 source=71520-0001 Release of Security Interest in Trademarks#page4.tif

RELEASE OF SECURITY INTEREST IN TRADEMARKS

THIS RELEASE OF SECURITY INTEREST IN TRADEMARKS (this "Release") made effective as of this 9th day of December, 2009 by CITICORP NORTH AMERICA, INC., as the Collateral Agent for the Secured Parties, (the "Collateral Agent") in favor of RURAL/METRO OPERATING COMPANY, RURAL/METRO CORPORATION and the subsidiaries party to the Trademark Security Agreement (as defined below) (the "Pledgors").

Reference is made to (a) the Credit Agreement, dated as of March 4, 2005 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Rural/Metro Operating Company, LLC, a Delaware limited liability company (the "Borrower"), the Collateral Agent, Citibank, N.A., as LC Facility issuing bank, Citicorp North America, Inc., as administrative agent for the Lenders (as defined herein), JPMorgan Chase Bank, N.A., as syndication agent, Citigroup Global Markets Inc. and J.P. Morgan Securities Inc., as joint lead arrangers and joint lead bookrunners, and the lending institutions from time to time party thereto (the "Lenders"), (b) the Security Agreement (the "Security Agreement"), dated as of March 4, 2005, among the Borrower, Rural/Metro Corporation, a Delaware corporation ("Parent"), each subsidiary of the Borrower listed on the signature pages thereto and the Collateral Agent, and (c) the Trademark Security Agreement, dated as of March 4, 2005 (as amended, supplemented or otherwise modified from time to time, the "Trademark Security Agreement"), by and among the Borrower, Parent and the subsidiaries listed on the signature pages thereto, in favor of the Collateral Agent. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Credit Agreement, the Security Agreement or the Trademark Security Agreement, as applicable.

WHEREAS, the Trademark Security Agreement was recorded in the United States Patent and Trademark Office on March 29, 2005, at Reel 003054, Frame 0760; and

WHEREAS, the Borrower has paid all of its outstanding indebtedness under the Credit Agreement which is secured by the Trademark Security Agreement and has requested that the Collateral Agent release its security interest in the Trademarks;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Collateral Agent does hereby agree as follows:

The Collateral Agent hereby terminates the Trademark Security Agreement, and hereby terminates, cancels, re-pledges, reassigns and releases any and all security interests it has against the Trademarks, without warranty or recourse.

If and to the extent that the Collateral Agent has acquired any right, title or interest to the Trademarks, it hereby assigns and transfers such rights, title or interest to the Pledgors without representation, warranty or recourse.

The Collateral Agent authorizes and requests the United States Patent and Trademark Office to record this Release against the Trademarks.

The Collateral Agent hereby agrees, at the expense of the Pledgors, to take any reasonable actions and to execute any further documents necessary or reasonably requested by the Pledgors to effectuate record or evidence the release of the Collateral Agent's security interest in the Trademarks.

This Release shall be construed in accordance with and governed by the laws of the State of New York.

[Signature pages follow]

IN WITNESS WHEREOF, the Collateral Agent has caused this Release of Security Interest in Trademarks to be executed and delivered by its officer thereunto duly authorized as the date above first written.

CITICORP NORTH AMERICA, INC.
as Collateral Agent

By: _____
Name: _____
Title: _____
Blake Gronick
Vice President

[Signature Page to Trademark Release]

EXHIBIT A

TRADEMARKS

Trademark Name	App. No.	App. Date	Reg. Number	Reg. Date
Design Only	78/244686	5/1/03	3022891	12/06/05
Design Only	78/244673	5/1/03	2956911	05/31/05
Sw+ And Design	78/241870	4/24/03	3021707	11/29/05
R/M And Design	78/239674	4/18/03	2830121	4/6/04
Sw+ And Design	78/188019	11/22/02	2775781	10/21/03
Southwest Ambulance	78/186660	11/19/02	2829946	4/6/04
Kidzulance	78/137136	6/19/02	2758901	9/2/03
Rural/Metro	75/020135	11/14/95	2090501	8/26/97
Medminder	76/332495	11/1/01		
Helplink	76/044119	5/8/00	2845241	5/25/04