

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
R/M Management Co., Inc.		12/09/2009	CORPORATION: ARIZONA

RECEIVING PARTY DATA

Name:	Royal Bank of Canada as Collateral Agent
Street Address:	200 Bay Street
Internal Address:	Royal Bank Plaza, 12th Floor, South Tower
City:	Toronto, Ontario
State/Country:	CANADA
Postal Code:	M5J 2W7
Entity Type:	Canadian chartered Bank: CANADA

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	3022891	
Registration Number:	2956911	
Registration Number:	3021707	SW+
Registration Number:	2830121	R/M
Registration Number:	2775781	SW+
Registration Number:	2829946	SOUTHWEST AMBULANCE
Registration Number:	2758901	KIDZULANCE
Registration Number:	2090501	RURAL/METRO

CORRESPONDENCE DATA

Fax Number: (212)310-8007
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: (212) 310-8000
 Email: scott.arakawa@weil.com
 Correspondent Name: Scott T. Arakawa

900149697

**TRADEMARK
 REEL: 004112 FRAME: 0522**

CH \$215.00 3022891

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

DOMESTIC REPRESENTATIVE

Name:
Address Line 1:
Address Line 2:
Address Line 3:
Address Line 4:

NAME OF SUBMITTER: Scott T. Arakawa

Signature: /Scott T. Arakawa/

Date: 12/11/2009

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement, dated as of December 9, 2009 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 ROYAL BANK OF CANADA, 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 Royal Bank of Canada, 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]

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

RURAL/METRO CORPORATION

By: Kristine B. Ponczak

Name: Kristine B. Ponczak
Title: Senior Vice President & Chief Financial Officer

RURAL/METRO OPERATING COMPANY, LLC

By: RURAL/METRO CORPORATION,
Its member

By: Kristine B. Ponczak

Name: Kristine B. Ponczak
Title: Senior Vice President & Chief Financial Officer

AID AMBULANCE AT VIGO COUNTY, INC.
 AMBULANCE TRANSPORT SYSTEMS, INC.
 BEACON TRANSPORTATION, INC.
 CHOICE AMERICAN AMBULANCE SERVICE, 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.
 GOLD CROSS AMBULANCE SERVICES OF PA., INC.
 KEEFFE & KEEFFE AMBULETTE, LTD.
 KEEFFE & KEEFFE, INC.
 LASALLE AMBULANCE INC.
 MEDI-CAB OF GEORGIA, INC.
 MEDICAL EMERGENCY DEVICES AND SERVICES
 (MEDS), 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-HEALTH CORP.
 NATIONAL AMBULANCE & OXYGEN SERVICE, INC.
 NORTH MISS AMBULANCE SERVICE, INC.
 R/M MANAGEMENT CO., 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 CORPORATION (AN ARIZONA
 CORPORATION)
 RURAL/METRO CORPORATION OF FLORIDA
 RURAL/METRO CORPORATION OF TENNESSEE
 RURAL/METRO (DELAWARE), INC.
 RURAL/METRO FIRE DEPT., INC.
 RURAL/METRO MID-ATLANTIC II, 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 GREATER SEATTLE, 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 SOUTHERN OHIO, INC.
 RURAL/METRO OF TEXAS, 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 SOUTHEASTERN
 ARIZONA, 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.

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

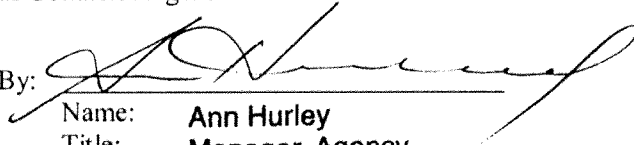
RURAL/METRO OF TEXAS, L.P.
 A Delaware Limited Partnership
 By: R/M OF TEXAS G.P., INC.,
 A Delaware Corporation, Its General Partner

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: Kristine B. Poneczak
 Name: Kristine B. Poneczak
 Title: Secretary & Treasurer

Accepted and Agreed:

ROYAL BANK OF CANADA,
as Collateral Agent

By: 
Name: **Ann Hurley**
Title: **Manager, Agency**

SCHEDULE I TO TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

	Country Name	Trademark Name	App. No.	App. Date	Reg. Number	Reg. Date	Current Owner	Status
1.	US	Design Only	78/24468 6	5/1/03	3022891	12/6/05	R/M Management Co., Inc.	Registered
2.	US	Design Only	78/24467 3	5/1/03	2956911	5/31/05	R/M Management Co., Inc.	Registered
3.	US	Sw+ And Design	78/24187 0	4/24/03	3021707	11/29/05	R/M Management Co., Inc.	Registered
4.	US	R/M And Design	78/23967 4	4/18/03	2830121	4/6/04	R/M Management Co., Inc.	Registered
5.	US	Sw+ And Design	78/18801 9	11/22/02	2775781	10/21/03	R/M Management Co., Inc.	Registered
6.	US	Southwest Ambulance	78/18666 0	11/19/02	2829946	4/6/04	R/M Management Co., Inc.	Registered
7.	US	Kidzulance	78/13713 6	6/19/02	2758901	9/2/03	R/M Management Co., Inc.	Registered
8.	US	Rural/Metro	75/02013 5	11/14/95	2090501	8/26/97	R/M Management Co., Inc.	Registered