

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
RURAL/METRO CORPORATION		11/24/2010	CORPORATION: DELAWARE
RURAL/METRO OPERATING COMPANY, LLC		11/24/2010	LIMITED LIABILITY COMPANY: DELAWARE
AMBULANCE TRANSPORT SYSTEMS, INC.		11/24/2010	CORPORATION: NEW JERSEY
BEACON TRANSPORTATION, INC.		11/24/2010	CORPORATION: NEW YORK
CORNING AMBULANCE SERVICE INC.		11/24/2010	CORPORATION: NEW YORK
DONLOCK, LTD.		11/24/2010	CORPORATION: PENNSYLVANIA
E.M.S. VENTURES, INC.		11/24/2010	CORPORATION: GEORGIA
EMS VENTURES OF SOUTH CAROLINA, INC.		11/24/2010	CORPORATION: SOUTH CAROLINA
EASTERN AMBULANCE SERVICE, INC.		11/24/2010	CORPORATION: NEBRASKA
EASTERN PARAMEDICS, INC.		11/24/2010	CORPORATION: DELAWARE
GOLD CROSS AMBULANCE SERVICES, INC.		11/24/2010	CORPORATION: DELAWARE
GOLD CROSS AMBULANCE SERVICES OF PA., INC.		11/24/2010	CORPORATION: OHIO
KEEFE & KEEFE, INC.		11/24/2010	CORPORATION: NEW YORK
LASALLE AMBULANCE INC.		11/24/2010	CORPORATION: NEW YORK
MEDICAL EMERGENCY DEVICES AND SERVICES (MEDS), INC.		11/24/2010	CORPORATION: ARIZONA
MERCURY AMBULANCE SERVICE, INC.		11/24/2010	CORPORATION: KENTUCKY
METRO CARE CORP.		11/24/2010	CORPORATION: OHIO
MOBILE MEDICAL TRANSPORTATION, INC.		11/24/2010	CORPORATION: MARYLAND
MULTI CAB INC.		11/24/2010	CORPORATION: NEW JERSEY
MULTI-CARE INTERNATIONAL, INC.		11/24/2010	CORPORATION: NEW JERSEY
			TRADEMARK

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REEL: 004424 FRAME: 0023

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NATIONAL AMBULANCE & OXYGEN SERVICE, INC.		11/24/2010	CORPORATION: NEW YORK
NORTH MISS. AMBULANCE SERVICE, INC.		11/24/2010	CORPORATION: MISSISSIPPI
R/M MANAGEMENT CO., INC.		11/24/2010	CORPORATION: ARIZONA
R/M OF TENNESSEE G.P., INC.		11/24/2010	CORPORATION: DELAWARE
R/M OF TENNESSEE L.P., INC.		11/24/2010	CORPORATION: DELAWARE
RURAL/METRO CORPORATION		11/24/2010	CORPORATION: ARIZONA
RURAL/METRO CORPORATON OF FLORIDA		11/24/2010	CORPORATION: FLORIDA
RURAL/METRO CORPORATION OF TENNESSEE		11/24/2010	CORPORATION: TENNESSEE
RURAL/METRO (DELAWARE) INC.		11/24/2010	CORPORATION: DELAWARE
RURAL/METRO FIRE DEPT., INC.		11/24/2010	CORPORATION: ARIZONA
RURAL/METRO OF BREWERTON, INC.		11/24/2010	CORPORATION: NEW YORK
RURAL/METRO OF CALIFORNIA, INC.		11/24/2010	CORPORATION: DELAWARE
RURAL/METRO OF CENTRAL ALABAMA, INC.		11/24/2010	CORPORATION: DELAWARE
RURAL/METRO OF CENTRAL COLORADO, INC.		11/24/2010	CORPORATION: DELAWARE
RURAL/METRO OF CENTRAL OHIO, INC.		11/24/2010	CORPORATION: DELAWARE
RURAL/METRO OF GREATER SEATTLE, INC.		11/24/2010	CORPORATION: WASHINGTON
RURAL/METRO OF NEW YORK, INC.		11/24/2010	CORPORATION: DELAWARE
RURAL/METRO OF NORTHERN OHIO, INC.		11/24/2010	CORPORATION: DELAWARE
RURAL/METRO OF OHIO, INC.		11/24/2010	CORPORATION: DELAWARE
RURAL/METRO OF OREGON, INC.		11/24/2010	CORPORATION: DELAWARE
RURAL/METRO OF ROCHESTER, INC.		11/24/2010	CORPORATION: NEW YORK
RURAL/METRO OF SAN DIEGO, INC.		11/24/2010	CORPORATION: CALIFORNIA
RURAL/METRO OF SOUTHERN OHIO, INC.		11/24/2010	CORPORATION: OHIO
SIOUX FALLS AMBULANCE, INC.		11/24/2010	CORPORATION: SOUTH DAKOTA
SOUTHWEST AMBULANCE AND RESCUE OF ARIZONA, INC.		11/24/2010	CORPORATION: ARIZONA
SOUTHWEST AMBULANCE OF			

TRADEMARK

REEL: 004424 FRAME: 0024

CASA GRANDE, INC.		11/24/2010	CORPORATION: ARIZONA
SOUTHWEST AMBULANCE OF NEW MEXICO, INC.		11/24/2010	CORPORATION: NEW MEXICO
SOUTHWEST AMBULANCE OF SOUTHEASTERN ARIZONA, INC.		11/24/2010	CORPORATION: ARIZONA
SOUTHWEST AMBULANCE OF TUCSON, INC.		11/24/2010	CORPORATION: ARIZONA
SOUTHWEST GENERAL SERVICES, INC.		11/24/2010	CORPORATION: DELAWARE
THE AID AMBULANCE COMPANY, INC.		11/24/2010	CORPORATION: DELAWARE
THE AID COMPANY, INC.		11/24/2010	CORPORATION: INDIANA
TOWNS AMBULANCE SERVICE, INC.		11/24/2010	CORPORATION: NEW YORK
VALLEY FIRE SERVICE, INC.		11/24/2010	CORPORATION: DELAWARE
W & W LEASING COMPANY, INC.		11/24/2010	CORPORATION: ARIZONA
RMC CORPORATE CENTER, L.L.C.		11/24/2010	LIMITED LIABILITY COMPANY: ARIZONA
RURAL/METRO OF INDIANA, L.P.		11/24/2010	LIMITED PARTNERSHIP: DELAWARE
RURAL/METRO MID-SOUTH, L.P.		11/24/2010	LIMITED PARTNERSHIP: DELAWARE
RURAL/METRO OF TENNESSEE, L.P.		11/24/2010	LIMITED PARTNERSHIP: DELAWARE

RECEIVING PARTY DATA

Name:	THE ROYAL BANK OF CANADA
Street Address:	200 BAY STREET, ROYAL BANK PLAZA
Internal Address:	12TH FLOOR, SOUTH TOWER
City:	TORONTO, ONTARIO
State/Country:	CANADA
Postal Code:	M5J 2W7
Entity Type:	CANADIAN BANK: CANADA

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Registration Number:	3022891	
Registration Number:	2956911	
Registration Number:	3021707	SW+
Registration Number:	2830121	R/M

TRADEMARK

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Registration Number:	2775781	SW+
Registration Number:	2829946	SOUTHWEST AMBULANCE
Registration Number:	2758901	KIDZULANCE
Registration Number:	2090501	RURAL/METRO
Registration Number:	2674679	EXCEEDING THE CHALLENGE WITH PRIDE
Registration Number:	2323875	PRIDEMARK
Registration Number:	2319022	PRIDEMARK
Registration Number:	2228102	PRIDEMARK PARAMEDIC SERVICES, L.L.C.

CORRESPONDENCE DATA

Fax Number: (646)848-4455

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

Phone: 212-848-4455

Email: jlik@shearman.com

Correspondent Name: Gloria Jung

Address Line 1: 599 Lexington Avenue

Address Line 2: Shearman & Sterling LLP

Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	35614/110
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DOMESTIC REPRESENTATIVE

Name:

Address Line 1:

Address Line 2:

Address Line 3:

Address Line 4:

NAME OF SUBMITTER:	GLORIA JUNG
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Signature:	/GLORIA JUNG/
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Date:	12/01/2010
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Total Attachments: 6

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AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

This **Amended and Restated Trademark Security Agreement** (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Agreement”), dated as of November 24, 2010 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 “Grantor”, and, collectively, the “Grantors”), in favor of ROYAL BANK OF CANADA, as collateral agent (in such capacity, and together with any successors in such capacity, the “Collateral Agent”) for the Secured Parties (as defined in the Security Agreement as defined below).

WITNESSETH:

WHEREAS, the Grantors and the Royal Bank of Canada, as the Administrative Agent and the Collateral Agent entered into that certain Credit Agreement dated as of December 9, 2009 (the “Existing Credit Agreement”);

WHEREAS, the Grantors are party to that certain Security Agreement dated December 9, 2009 in favor of the Collateral Agent (the “Existing Security Agreement”);

WHEREAS, under the terms of the Existing Security Agreement, Grantors granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of Grantors, and executed that certain Trademark Security Agreement dated December 9, 2009 (other than pursuant to this Agreement, as amended, amended and restated, supplemented or otherwise modified from time to time, the “Trademark Security Agreement”) for recording with the United States Patent and Trademark Office and other governmental authorities;

WHEREAS, the Trademark Security Agreement was recorded with the Trademark Division of the United States Patent and Trademark Office on reel 004112 and frame 0522 on December 11, 2009;

WHEREAS, Grantors and the Collateral Agent are entering into a new Amended and Restated Security Agreement, dated as of the date hereof, (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), under the terms of which, each Grantor has granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of such Grantor; and

WHEREAS, Grantors and the Collateral Agent have now agreed to amend and restate the Trademark Security Agreement in order so that each Grantor may grant the Collateral Agent a security interest in, to and under all of each Grantor's right, title and interest in and to the Trademark Collateral (as defined below) solely in connection with the security interest granted pursuant to the terms of the Security Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Collateral Agent and Grantors hereby agree 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 Grantor hereby grants to the Collateral Agent for the ratable 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 Grantor (the "Trademark Collateral"):

(a) Trademarks of such Grantor, including the Trademarks 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).

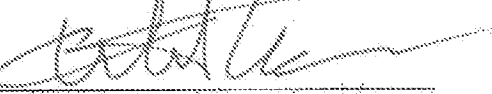
SECTION 3. Security Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and Grantors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent 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 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 Grantors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Agreement.

SECTION 5. Counterparts. This 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 Agreement by signing and delivering one or more counterparts.

IN WITNESS WHEREOF, each Grantor has caused this Amendment to be executed and delivered by its duly authorized officer as of the date first written above,

RURAL/METRO CORPORATION

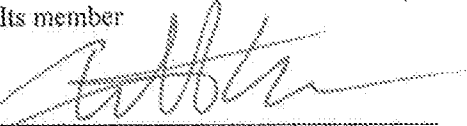
By: 

Name: Christopher E. Keane

Title: Sr. Vice President and General Counsel

RURAL/METRO OPERATING COMPANY, LLC

By: RURAL/METRO CORPORATION,
its member

By: 

Name: Christopher E. Keane

Title: Sr. Vice President and General Counsel

AMBULANCE TRANSPORT SYSTEMS, INC.
 BEACON TRANSPORTATION, 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.
 KEEFE & KEEFE, INC.
 LASALLE AMBULANCE INC.
 MEDICAL EMERGENCY DEVICES AND SERVICES (MEDS),
 INC.
 MERCURY AMBULANCE SERVICE, INC.
 METRO CARE CORP.
 MOBILE MEDICAL TRANSPORTATION, INC.
 MULTI CAB INC.
 MULTI-CARE INTERNATIONAL, INC.
 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.
 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 OF BREWERTON, INC.
 RURAL/METRO OF CALIFORNIA, INC.
 RURAL/METRO OF CENTRAL ALABAMA, INC.
 RURAL/METRO OF CENTRAL COLORADO, INC.
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 RURAL/METRO OF NEW YORK, INC.
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 RURAL/METRO OF OREGON, INC.
 RURAL/METRO OF ROCHESTER, INC.
 RURAL/METRO OF SAN DIEGO, INC.
 RURAL/METRO OF SOUTHERN OHIO, INC.
 SIOUX FALLS AMBULANCE, 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

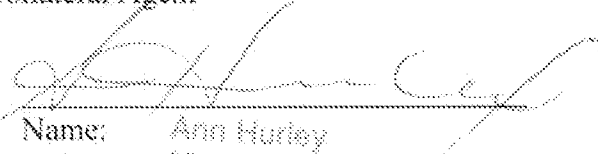
RURAL/METRO MID-SOUTH, L.P.,
 A Delaware Limited Partnership
 By: R/M OF TENNESSEE G.P., INC.,
 A Delaware Corporation, Its General Partner

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

By: 
 Name: Christopher E. Kavone
 Title: Secretary

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

	State / Country	Trademark Name	App. No.	App. Date	Reg. Number	Reg. Date	Current Owner	Status
1.	US	Design Only	78/244686	5/1/03	3022891	12/6/05	R/M Management Co., Inc.	Registered
2.	US	Design Only	78/244673	5/1/03	2956911	5/31/05	R/M Management Co., Inc.	Registered
3.	US	SW + And Design	78/241870	4/24/03	3021707	11/29/05	R/M Management Co., Inc.	Registered
4.	US	R/M And Design	78/239674	4/18/03	2830121	4/6/04	R/M Management Co., Inc.	Registered
5.	US	SW + And Design	78/188019	11/22/02	2775781	10/21/03	R/M Management Co., Inc.	Registered
6.	US	Southwest Ambulance	78/186660	11/19/02	2829946	4/6/04	R/M Management Co., Inc.	Registered
7.	US	Kidzulance	78/137136	6/19/02	2758901	9/2/03	R/M Management Co., Inc.	Registered
8.	US	Rural/Metro	75/020135	11/14/95	2090501	8/26/97	R/M Management Co., Inc.	Registered
9.	US	Exceeding the Challenge with Pride	76/371301	2/15/02	2674679	1/14/03	R/M Management Co., Inc.	Registered
10.	US	Pridemark	75/625778	1/21/99	2323875	2/29/00	R/M Management Co., Inc.	Registered
11.	US	Pridemark	75/624446	1/21/99	2319022	2/15/00	R/M Management Co., Inc.	Registered
12.	US	Pridemark Paramedic Services, L.L.C.	75/409154	12/12/97	2228102	12/22/98	R/M Management Co., Inc.	Registered
13.	Arizona	Southwest Transportation Services			48148	12/11/03	R/M Management Co., Inc.	Registered
14.	Arizona	Red Van, SW+ Southwest Transportation Services And Design			48147	12/11/03	R/M Management Co., Inc.	Registered
15.	Arizona	Red Van			48125	12/3/03	R/M Management Co., Inc.	Registered
16.	Arizona	AMT And Design			47567	7/2/03	R/M Management Co., Inc.	Registered
17.	Arizona	Arizona Medical Transport			47566	7/2/03	R/M Management Co., Inc.	Registered
18.	Arizona	KORD'S			20652	11/4/66	Southwest Ambulance of Tucson, Inc.	Registered
19.	Nebraska	Rural/Metro Ambulance			408429	6/10/03	Eastern Ambulance Service, Inc.	Registered
20.	South Dakota	Rural/Metro Ambulance And Design			1679472	6/5/03	Sioux Falls Ambulance, Inc.	Registered