

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Pridemark Paramedic Services LLC		10/15/2010	LIMITED LIABILITY COMPANY: COLORADO
RECEIVING PARTY DATA			
Name:	Rural/Metro of Central Colorado, Inc.		
Street Address:	9221 E. Via de Ventura		
City:	Scottsdale		
State/Country:	ARIZONA		
Postal Code:	85258		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2228102	PRIDEMARK PARAMEDIC SERVICES, L.L.C.	
Registration Number:	2323875	PRIDEMARK	
Registration Number:	2319022	PRIDEMARK	
Registration Number:	2674679	EXCEEDING THE CHALLENGE WITH PRIDE	
CORRESPONDENCE DATA			
Fax Number:	(216)363-4588		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(216) 363-4152		
Email:	trademark@beneschlaw.com		
Correspondent Name:	Susan E. Clady		
Address Line 1:	Benesch Friedlander Coplan & Aronoff LLP		
Address Line 2:	200 Public Square, Suite 2300		
Address Line 4:	Cleveland, OHIO 44114		
ATTORNEY DOCKET NUMBER:	33495-4		

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**TRADEMARK
 REEL: 004428 FRAME: 0134**

NAME OF SUBMITTER:	Susan E. Clady
Signature:	/Susan E. Clady/
Date:	12/08/2010
Total Attachments: 3 source=8. Trademark Assignment#page1.tif source=8. Trademark Assignment#page2.tif source=8. Trademark Assignment#page3.tif	

TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Assignment") is dated as of October 15, 2010 (the "**Effective Date**"), and is entered into between Pridemark Paramedic Services LLC, a Colorado limited liability company, ("**Assignor**") and Rural/Metro of Central Colorado, Inc., a Delaware corporation ("**Assignee**").

Assignor is the owner of the entire right, title and interest in, to and under the trademark registrations set forth on attached Schedule A (collectively, the "**Trademarks**") and the goodwill associated with all of the foregoing; and

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Assignor hereby irrevocably sells, assigns, transfers and sets over to Assignee all of Assignor's right, title and interest in and to the Trademarks, together with the goodwill of the business in connection with which the Trademarks are used, and all registrations, applications therefor and renewals and extensions of the foregoing in the United States and for all foreign countries that are or may be secured under the laws of the United States and all foreign countries, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment and sale had not been made, together with all income, royalties or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Trademarks, with the right to sue for and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

Assignor authorizes and requests the United States Commissioner of Patents and Trademarks and any other similar government authority to record Assignee as the assignee and owner of the Trademarks, and issue any and all registrations thereon to Assignee, as assignee of the entire right, title and interest in, to and under the same, for the sole use and enjoyment of Assignee and its successors, assigns or other legal representatives.

Assignor shall provide to Assignee, its successors, assigns or other legal representatives, cooperation and assistance (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens and other documentation as may be reasonably required) in connection with (1) preparation and prosecution of any application for registration or renewal of a registration covering any of the Trademarks; (2) prosecution or defense of any cancellation, opposition, infringement or other proceedings that may arise in connection with any of the Trademarks, including, without limitation, testifying as to any facts relating to the Trademarks and this Assignment; (3) obtaining any additional trademark protection for the Trademarks that Assignee reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United States or in any foreign countries; and (4) implementation, perfection and/or recording of this Assignment.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be duly executed as of the date first above written.

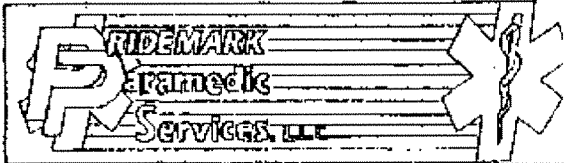
Pridemark Paramedic Services LLC

By: 

Name: Michael Danne

Title: president

SCHEDULE A
TRADEMARKS

Trademark	Serial No.	Filed	Registration No.	Registration Date
	75/409,154	12/22/97	2,228,102	3/2/99
PRIDEMARK	75/625,778	1/21/99	2,323,875	2/29/00
PRIDEMARK	75/624,446	1/21/99	2,319,022	2/15/00
EXCEEDING THE CHALLENGE WITH PRIDE	76/371,301	2/15/02	2,674,679	1/14/03