

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
R/M Management Co., Inc.		06/30/2011	CORPORATION: ARIZONA
Rural/Metro of Central Colorado, Inc.		06/30/2011	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Credit Suisse, as Administrative Agent
Street Address:	11 Madison Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10010
Entity Type:	Bank: SWITZERLAND

PROPERTY NUMBERS Total: 12

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
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.

OP \$315.00 3022891

CORRESPONDENCE DATA

Fax Number: (212)656-1342
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 212-701-3087
Email: david.adams@thomsonreuters.com
Correspondent Name: Robin Riley, Legal Assistant
Address Line 1: 80 Pine Street
Address Line 2: Cahill Gordon & Reindel LLP
Address Line 4: New York, NEW YORK 10005

NAME OF SUBMITTER:	David Adams
Signature:	/david adams TR/
Date:	07/07/2011

Total Attachments: 5
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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT dated as of June 30, 2011 (this "Agreement"), among each of the signatories hereto (collectively, the "Grantors") and Credit Suisse AG, as administrative agent (in such capacity, the "Administrative Agent").

Reference is made to (a) the Credit Agreement dated as of June 30, 2011 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Rural/Metro Corporation (the "Borrower"), WP Rocket Holdings Inc., WP Rocket Merger Sub, Inc., the lenders from time to time party thereto (the "Lenders") and the Administrative Agent and (b) the Collateral Agreement dated as of June 30, 2011 (as amended, supplemented or otherwise modified from time to time, the "Collateral Agreement"), among the Borrower, the other grantors from time to time party thereto and the Administrative Agent. The Lenders and the Issuing Banks have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. Each Grantor is an Affiliate of the Borrower and is willing to execute and deliver this Agreement in order to induce the Lenders to make additional Loans and the Issuing Banks to issue additional Letters of Credit and as consideration for Loans previously made and Letters of Credit previously issued. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Collateral Agreement or the Credit Agreement, as applicable. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, each Grantor hereby grants to the Administrative Agent, for the benefit of the Secured Parties, a security interest (the "Security Interest") in all of each such Grantor's right, title and interest in, to and under the Trademarks now owned by such Grantor, including those listed on Schedule I (the "Trademark Collateral").

SECTION 3. Collateral Agreement. The Security Interest granted to the Administrative Agent herein is granted in furtherance, and not in limitation, of the security interests granted to the Administrative Agent pursuant to the Collateral Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Trademark Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 4. Termination. Upon the full performance of the Secured Obligations (other than indemnity obligations under the Loan Documents that are not then due and payable or for which any events or claims that would give rise thereto are not pending), the security interest granted herein shall terminate and the Administrative Agent shall execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademark Collateral under this Agreement.


SECTION 5. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to

this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized officers as of the day and year first above written.

**R/M MANAGEMENT CO., INC.
SOUTHWEST AMBULANCE OF TUSCON, INC.
EASTERN AMBULANCE SERVICE, INC.
SIOUX FALLS AMBULANCE, INC.
RURAL/METRO OF CENTRAL COLORADO, INC.**

By: 
Name: Michael P. DiMino
Title: President

[Signature Page to Trademark Security Agreement]

**TRADEMARK
REEL: 004576 FRAME: 0889**

CREDIT SUISSE AG, CAYMAN ISLANDS
BRANCH, as Administrative Agent

By: _____


Name: ROBERT HETU
Title: MANAGING DIRECTOR

By: _____


Name: KEVIN BUDDHDEW
Title: ASSOCIATE

Schedule I

TRADEMARK REGISTRATIONS AND APPLICATIONS

Trademark Registrations

	Country/ Jurisdiction Name	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	02/15/02	2674679	01/14/03	Rural/Metro of Central Colorado, Inc.	Registered
10.	US	Pridemark	75/625778	01/21/99	2323875	02/29/00	Rural/Metro of Central Colorado, Inc.	Registered
11.	US	Pridemark	75/624,446	01/21/99	2,319,022	02/15/00	Rural/Metro of Central Colorado, Inc.	Registered
12.	US	Pridemark Paramedic Services, L.L.C. (and Design)	75/409,154	12/22/97	2,228,102	03/02/99	Rural/Metro of Central Colorado, Inc.	Registered

Trademark Applications

None.