

TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT										
NATURE OF CONVEYANCE:	SECURITY INTEREST										
CONVEYING PARTY DATA											
<table border="1"><tr><th>Name</th><th>Formerly</th><th>Execution Date</th><th>Entity Type</th></tr><tr><td>San Diego Medical Services Enterprise, LLC</td><td></td><td>07/29/2011</td><td>LIMITED LIABILITY COMPANY: CALIFORNIA</td></tr></table>	Name	Formerly	Execution Date	Entity Type	San Diego Medical Services Enterprise, LLC		07/29/2011	LIMITED LIABILITY COMPANY: CALIFORNIA			
Name	Formerly	Execution Date	Entity Type								
San Diego Medical Services Enterprise, LLC		07/29/2011	LIMITED LIABILITY COMPANY: CALIFORNIA								
RECEIVING PARTY DATA											
Name:	Credit Suisse AG										
Street Address:	7033 Louis Stephens Drive, P.O. Box 110047										
City:	Research Triangle Park										
State/Country:	NORTH CAROLINA										
Postal Code:	27709										
Entity Type:	Bank: SWITZERLAND										
PROPERTY NUMBERS Total: 1											
<table border="1"><tr><th>Property Type</th><th>Number</th><th>Word Mark</th></tr><tr><td>Registration Number:</td><td>3869477</td><td>SAN DIEGO MEDICAL SERVICES 911 & NON-EMERGENCY TRANSPORTATION</td></tr></table>	Property Type	Number	Word Mark	Registration Number:	3869477	SAN DIEGO MEDICAL SERVICES 911 & NON-EMERGENCY TRANSPORTATION					
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Registration Number:	3869477	SAN DIEGO MEDICAL SERVICES 911 & NON-EMERGENCY TRANSPORTATION									
CORRESPONDENCE DATA											
Fax Number: (212)225-3999 <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>											
Phone: 2122252316											
Email: jrozenblit@cgsh.com											
Correspondent Name: Cleary Gottlieb Steen & Hamilton LLP											
Address Line 1: One Liberty Plaza											
Address Line 4: New York, NEW YORK 10006											
NAME OF SUBMITTER:	Julia Rozenblit										
Signature:	/Julia Rozenblit/										
Date:	07/29/2011										

900198438

TRADEMARK
REEL: 004594 FRAME: 0523

OP \$40.00 3869477

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT dated as of July 29, 2011 (this "Agreement"), between San Diego Medical Services Enterprise, LLC (the "Grantor") 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 LLC, 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. The 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, the Grantor hereby grants to the Administrative Agent, for the benefit of the Secured Parties, a security interest (the "Security Interest") in all of the Grantor's right, title and interest in, to and under the Trademarks now owned by the 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. The 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 Grantor 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, each of which shall constitute an original but 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 duly executed this Agreement as of the day and year first above written.

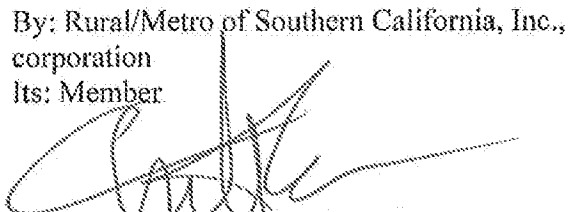
SAN DIEGO MEDICAL SERVICES ENTERPRISE, LLC

By: Rural/Metro of San Diego, Inc., a California corporation
Its: Member



Name: Christopher E. Kevane
Title: Secretary

By: Rural/Metro of Southern California, Inc., a Delaware corporation
Its: Member



Name: Christopher E. Kevane
Title: Secretary

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as
Administrative Agent,

Name:
Title:

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH,
as Administrative Agent


Name: **ROBERT HETU**
Title: **MANAGING DIRECTOR**


KEVIN BUDDHDEW
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	SAN DIEGO MEDICAL SERVICES 911 & NON- EMERGENCY TRANSPORTATION (and Design)	77/900906	12/24/09	3869477	11/02/10	San Diego Medical Services Enterprise, LLC	Registered

Trademark Applications

None.