

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Eastern Ambulance Service, Inc.		12/31/2013	CORPORATION: NEBRASKA
Professional Medical Transport, Inc.		12/31/2013	CORPORATION: ARIZONA
R/M Management Co., Inc.		12/31/2013	CORPORATION: ARIZONA
San Diego Medical Services Enterprise, LLC		12/31/2013	LIMITED LIABILITY COMPANY: CALIFORNIA
Sioux Falls Ambulance, Inc.		12/31/2013	CORPORATION: SOUTH DAKOTA
Southwest Ambulance of Tucson, Inc.		12/31/2013	CORPORATION: ARIZONA
RECEIVING PARTY DATA			
Name:	Credit Suisse AG, Cayman Islands Branch		
Street Address:	11 Madison Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10010		
Entity Type:	CORPORATION: SWITZERLAND		
PROPERTY NUMBERS Total: 17			
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:	3869477	SAN DIEGO MEDICAL SERVICES 911 & NON-EME
Registration Number:	4281642	BOWERS AMBULANCE
Registration Number:	4183351	PACIFIC AMBULANCE
Registration Number:	4287787	PACIFIC AMBULANCE A RURAL/METRO COMPANY
Registration Number:	4315620	PP PRIDEMARK PARAMEDIC SERVICES A RURAL/
Registration Number:	2323875	PRIDEMARK
Registration Number:	2319022	PRIDEMARK
Registration Number:	2228102	PRIDEMARK PARAMEDIC SERVICES, L.L.C.
Serial Number:	85499906	BOWERS AMBULANCE A RURAL/METRO COMPANY

CORRESPONDENCE DATA

Fax Number: 9494754754

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 949-451-3800

Email: skann@gibsondunn.com

Correspondent Name: Stephanie S. Kann, Senior Paralegal

Address Line 1: 3161 Michelson Drive

Address Line 2: Gibson, Dunn & Crutcher LLP

Address Line 4: Irvine, CALIFORNIA 92612

ATTORNEY DOCKET NUMBER:	18300-00230
NAME OF SUBMITTER:	Stephanie S. Kann
Signature:	/stephanie s. kann/
Date:	01/08/2014

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT dated as of December 31, 2013 (this "Agreement"), among each of the signatories hereto (collectively, the "Grantors") and Credit Suisse AG, Cayman Islands Branch, as administrative agent (in such capacity, the "Administrative Agent").

Reference is made to (a) the Credit Agreement dated as of December 31, 2013 (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 December 31, 2013 (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 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 as consideration for Loans previously made. 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, its successors and assigns, 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 or at any time hereafter acquired 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.

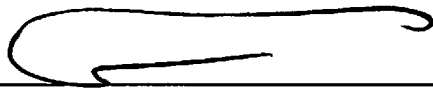
SECTION 5. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement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


EASTERN AMBULANCE SERVICE, INC.
PROFESSIONAL MEDICAL TRANSPORT, INC.
R/M MANAGEMENT CO., INC
SAN DIEGO MEDICAL SERVICES
ENTERPRISE, LLC
SIOUX FALLS AMBULANCE, INC.
SOUTHWEST AMBULANCE OF TUCSON, INC.


By



Name: Stephen Farber
Title: Secretary of each of the
foregoing entities

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

By: 
Name: Didier Siffer
Title: Authorized Signatory

By: 
Name: Megan Kane
Title: Authorized Signatory

Schedule I

	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	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
10.	US	Bowers Ambulance	85/500042	12/20/11	4281642	1/29/13	R/M Management Co., Inc.	Registered
11.	US	Bowers Ambulance a Rural/Metro Company (and Design)	85/499906	12/20/11	4366750	7/16/13	R/M Management Co., Inc.	Registered
12.	US	Pacific Ambulance	85/500056	12/20/11	4183351	7/31/12	R/M Management Co., Inc.	Registered
13.	US	Pacific Ambulance a Rural/Metro Company (and Design)	85/499920	12/20/11	4287787	2/12/13	R/M Management Co., Inc.	Registered
14.	US	PP Pridemark Paramedics Services a Rural/Metro Company (and Design)	85/499933	12/20/11	4315620	4/9/13	R/M Management Co., Inc.	Registered
15.	US	Pridemark	75/625778	1/21/99	2323875	2/29/00	R/M Management	Registered

							Co., Inc.	
16.	US	Pridemark	75/624446	1/21/99	2319022	2/15/00	R/M Management Co., Inc.	Registered
17.	US	Pridemark Paramedic Services, L.L.C. (and Design)	75/409154	12/22/97	2228102	3/02/99	R/M Management Co., Inc.	Registered
23.	Arizona	KORD'S			20652	10/29/01	Southwest Ambulance of Tucson, Inc.	Registered
24.	Arizona	PMT (and Design)		8/30/12	56560	8/31/12	Professional Medical Transport, Inc.	Registered
25.	Arizona	PMT a Rural/Metro Company (and Design)		8/30/12	56561	8/31/12	Professional Medical Transport, Inc.	Registered
19.	Nebraska	Rural/Metro Ambulance			10046327	6/10/03	Eastern Ambulance Service, Inc.	Registered
20.	South Dakota	Rural/Metro Ambulance And Design			1679472	3/25/11	Sioux Falls Ambulance, Inc.	Registered
21.	Nebraska	Rural/Metro Ambulance			10046322	6/10/03	Eastern Ambulance Service, Inc.	Registered
22.	Nebraska	Rural/Metro Medical Services			10171593	1/16/13	Eastern Ambulance Service, Inc.	Registered
23.	Nebraska	Rural/Metro Alternative Transportation Services			10171592	1/16/13	Eastern Ambulance Service, Inc.	Registered