

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM369248

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Credit Suisse AG, Cayman Islands Branch		01/04/2016	CORPORATION: SWITZERLAND
RECEIVING PARTY DATA			
Name:	Eastern Ambulance Service, Inc.		
Street Address:	9221 E. Via De Ventura		
City:	Scottsdale		
State/Country:	ARIZONA		
Postal Code:	85258		
Entity Type:	CORPORATION: NEBRASKA		
Name:	R/M Management Co., Inc.		
Street Address:	9221 E. Via De Ventura		
City:	Scottsdale		
State/Country:	ARIZONA		
Postal Code:	85258		
Entity Type:	CORPORATION: ARIZONA		
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		
Name:	Sioux Falls Ambulance, Inc.		
Street Address:	9221 E. Via De Ventura		
City:	Scottsdale		
State/Country:	ARIZONA		
Postal Code:	85258		
Entity Type:	CORPORATION: SOUTH DAKOTA		
Name:	Southwest Ambulance of Tucson, Inc.		
Street Address:	9221 E. Via De Ventura		
City:	Scottsdale		

CH \$315.00 3022891

State/Country:	ARIZONA
Postal Code:	85258
Entity Type:	CORPORATION: ARIZONA

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.

CORRESPONDENCE DATA

Fax Number: 2129096836
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.
Phone: 212-909-6000
Email: trademarks@debevoise.com
Correspondent Name: Christine Shu Gilleland, Esq.
Address Line 1: 919 Third Avenue
Address Line 2: Debevoise & Plimpton LLP
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	24968-1207
NAME OF SUBMITTER:	Christine Gilleland
SIGNATURE:	/Christine Gilleland/
DATE SIGNED:	01/14/2016

Total Attachments: 4

source=1001077279v1-Ranch Accession CS TM Release RF 45760885 EXECUTION#page1.tif
source=1001077279v1-Ranch Accession CS TM Release RF 45760885 EXECUTION#page2.tif
source=1001077279v1-Ranch Accession CS TM Release RF 45760885 EXECUTION#page3.tif
source=1001077279v1-Ranch Accession CS TM Release RF 45760885 EXECUTION#page4.tif

RELEASE OF TRADEMARK SECURITY AGREEMENT

This Release of Trademark Security Agreement (this “Release”) is made as of January 4, 2016, by Credit Suisse AG, Cayman Islands Branch, a Switzerland corporation, in its capacity as Administrative Agent under (and as defined in) the Security Agreement referred to below (the “Administrative Agent”) for the benefit of Eastern Ambulance Service, Inc., a Nebraska corporation; R/M Management Co., Inc., an Arizona corporation; Rural/Metro of Central Colorado, Inc., a Delaware corporation; Sioux Falls Ambulance, Inc., a South Dakota corporation; and Southwest Ambulance of Tucson, Inc., an Arizona corporation (the “Debtors”). Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed thereto in the Security Agreement.

W I T N E S S E T H:

WHEREAS, the Debtors and the Administrative Agent are parties to that certain Trademark Security Agreement dated as of June 30, 2011 (as amended, restated or otherwise modified through the date hereof, the “Security Agreement”), pursuant to which the Debtors have granted to the Administrative Agent for its benefit and the benefit of various other financial institutions, a security interest in the Trademarks (as defined in the Collateral Agreement (as defined below)), including those trademarks set forth on Schedule I hereto and the goodwill of the business symbolized by such Trademarks, and the registrations and applications therefor (together with the Trademarks, the “Trademark Collateral”);

WHEREAS, 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, WP Rocket Holdings Inc., WP Rocket Merger Sub, Inc., the lenders from time to time party thereto 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 Rural Metro Corporation, the other grantors from time to time party thereto, and the Administrative Agent;

WHEREAS, the Security Agreement was recorded in the United States Patent and Trademark Office at Reel 4576 and Frame 0885 on July 7, 2011; and

WHEREAS, Debtors have requested that the Administrative Agent release, and the Administrative Agent is willing to release its lien on and security interest in, and any other right, title, and interest it may have in, to and under the Trademark Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Administrative Agent hereby agrees as follows:

1. Capitalized terms used in this Release and not otherwise defined herein have the meanings specific 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 Release.
2. The Administrative Agent does hereby terminate, release and discharge the entirety of any and all security interests that it may have in, and all claims, whether presently existing or hereafter acquired or created, pursuant to the Security Agreement, to the Trademark

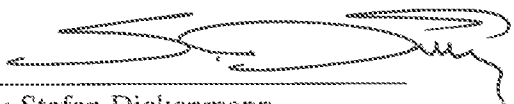
Collateral and any right, title or interest of the Administrative Agent in such Trademark Collateral shall hereby terminate, cease and become void.

3. This Release and the rights and obligations of the parties hereunder shall be governed by, and shall be construed and enforced in accordance with, the laws of the State of New York.

IN WITNESS WHEREOF, the undersigned has caused this Release of Trademark Security Agreement to be executed and delivered as of the date first written above.

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

By: 
Name: Robert Hetu
Title: Authorized Signatory

By: 
Name: Stefan Dickenmann
Title: Authorized Signatory

SCHEDULE I

U.S. Trademarks:

	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	2/15/02	2674679	1/14/03	Rural/Metro of Central Colorado, Inc.	Registered
10.	US	Pridemark	75/625778	1/21/99	2323875	2/29/00	Rural/Metro of Central Colorado, Inc.	Registered
11.	US	Pridemark	75/624446	1/21/99	2319022	2/15/00	Rural/Metro of Central Colorado, Inc.	Registered
12.	US	Pridemark Paramedic Services, L.L.C. (and Design)	75/409154	12/22/97	2228102	3/02/99	Rural/Metro of Central Colorado, Inc.	Registered