

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM322246

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
R/M Management Co., Inc.		11/04/2014	CORPORATION: ARIZONA
San Diego Medical Services Enterprise, LLC		11/04/2014	LIMITED LIABILITY COMPANY: CALIFORNIA

RECEIVING PARTY DATA

Name:	Cortland Capital Market Services LLC
Street Address:	225 West Washington Street, 21st Floor
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 21

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:	4366750	BOWERS AMBULANCE A RURAL/METRO COMPANY
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:	86293405	

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	86293433	
Serial Number:	86293475	RURAL/METRO
Serial Number:	86293505	RURAL/METRO FIRE DEPT.

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: Nick S. Kaluk III, Esq.
Address Line 1: 919 Third Avenue
Address Line 2: Debevoise & Plimpton LLP
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	24860-1001
NAME OF SUBMITTER:	Nick S. Kaluk III
SIGNATURE:	/Nick S. Kaluk III/
DATE SIGNED:	11/05/2014

Total Attachments: 11
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NOTICE AND CONFIRMATION OF GRANT OF
SECURITY INTEREST IN TRADEMARKS

NOTICE AND CONFIRMATION OF GRANT OF SECURITY INTEREST IN TRADEMARKS (the "Agreement"), dated as of November 4, 2014, made by WP ROCKET HOLDINGS INC., a Delaware corporation ("Holdings"), RURAL/METRO CORPORATION, a Delaware corporation (the "Borrower"), the Subsidiaries of the Borrower listed on the signature pages hereto (such Subsidiaries, together with Holdings and the Borrower, the "Grantors"), in favor of CORTLAND CAPITAL MARKET SERVICES LLC (in such capacity, the "Collateral Agent"), as administrative agent and collateral agent for the Lenders party to the Credit Agreement (as defined below). Unless otherwise defined herein or the context otherwise requires, capitalized terms used in this Agreement, including this preamble and the recitals, have the meanings provided or provided by reference in the Credit Agreement and the Collateral Agreement (as defined below), as applicable.

WHEREAS, pursuant to that certain Credit Agreement, dated as of November 4, 2014 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among the Borrower, Holdings, the Collateral Agent and the Lenders, the Lenders have severally agreed to make one or more Secured Loans to the Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Credit Agreement, the Grantors have executed and delivered a Collateral Agreement, dated as of November 4, 2014 (as amended, supplemented or otherwise modified from time to time, the "Collateral Agreement"), in favor of the Collateral Agent; and

WHEREAS, pursuant to the Collateral Agreement, each Grantor granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in all of its Intellectual Property, including the Trademarks; and

WHEREAS, the Grantors have duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make the Secured Loans and other financial accommodations to the Borrower pursuant to the Credit Agreement, the Grantors agree, for the benefit of the Secured Parties, as follows:

SECTION 1. Confirmation of Grant of Security Interest. Each Grantor hereby confirms that pursuant to the Collateral Agreement, and upon the terms and conditions set forth therein, it granted to the Collateral Agent, for the benefit of the Secured Parties, a 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, without limitation, those items listed on Schedule I hereto), and to the extent not otherwise included, all Proceeds and products of any and all of the Trademarks, as security for the payment or performance, as the case may be, in full of the Secured Obligations, subject to the maintenance of quality standards with respect to the goods and

services on which such Trademarks are used sufficient to preserve the validity of such Trademarks.

SECTION 2. Purpose. This Agreement has been executed and delivered by the Grantors for the purpose of recording the grant of security interest with the United States Patent and Trademark Office. This Agreement is expressly subject to the terms and conditions of the Collateral Agreement. The Collateral Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with their respective terms.

SECTION 3. Acknowledgment. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Trademarks are more fully set forth in the Credit Agreement and the Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of a conflict between this Agreement and the Collateral Agreement, the provisions of the Collateral Agreement shall prevail.

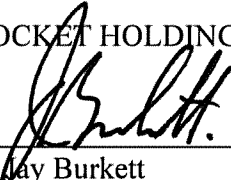
SECTION 4. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same instrument.

* * *

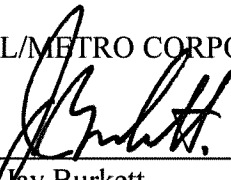
[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

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

WP ROCKET HOLDINGS INC.

By: 
Name: Jay Burkett
Title: Chief Financial Officer and Treasurer

RURAL/METRO CORPORATION

By: 
Name: Jay Burkett
Title: Chief Financial Officer and Treasurer

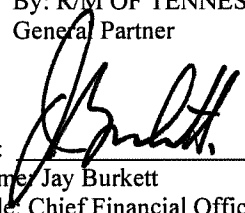
ARIZONA EMS HOLDING, INC.
BEACON TRANSPORTATION, INC.
BOWERS COMPANIES, INC.
COMTRANS AMBULANCE SERVICE, INC.
CORNING AMBULANCE SERVICE INC.
DONLOCK, LTD.
E.M.S. VENTURES, INC.
EASTERN AMBULANCE SERVICE, INC.
EASTERN PARAMEDICS, INC.
EMERGENCY MEDICAL TRANSPORT, INC.
EMS VENTURES OF SOUTH CAROLINA,
INC
GOLD CROSS AMBULANCE SERVICE OF
PA., INC.
GOLD CROSS AMBULANCE SERVICES,
INC.
LASALLE AMBULANCE INC.
MEDICAL EMERGENCY DEVICES AND
SERVICES (MEDS), INC.
MERCURY AMBULANCE SERVICE, INC.
METRO CARE CORP.
NATIONAL AMBULANCE & OXYGEN
SERVICE, INC.
NORTH MISS. AMBULANCE SERVICE, INC.
PACIFIC AMBULANCE, INC.
PROFESSIONAL MEDICAL TRANSPORT,
INC.
R/M ARIZONA HOLDINGS, INC.
RMC CORPORATE CENTER, L.L.C.
R/M MANAGEMENT CO., INC.
R/M OF TENNESSEE G.P., INC.
R/M OF TENNESSEE L.P., INC.
RURAL/METRO (DELAWARE) INC.
RURAL/METRO CORPORATION (an
Arizona corporation)
RURAL/METRO CORPORATION OF
FLORIDA
RURAL/METRO CORPORATION OF
TENNESSEE
RURAL/METRO FIRE DEPT., INC.
RURAL/METRO OF BREWERTON, INC.
RURAL/METRO OF CALIFORNIA, INC.
RURAL/METRO OF CENTRAL ALABAMA,
INC.
RURAL/METRO OF CENTRAL COLORADO,
INC.
RURAL/METRO OF CENTRAL OHIO, INC.
RURAL/METRO OF GREATER SEATTLE,
INC.
RURAL/METRO OF NEW YORK, INC.
RURAL/METRO OF NORTHERN
CALIFORNIA, INC.

RURAL/METRO OF NORTHERN OHIO, INC.
RURAL/METRO OF OHIO, INC.
RURAL/METRO OF OREGON, INC.
RURAL/METRO OF ROCHESTER, INC.
RURAL/METRO OF SAN DIEGO, INC.
RURAL/METRO OF SOUTHERN
CALIFORNIA, INC.
RURAL/METRO OF SOUTHERN OHIO, INC.
RURAL/METRO OPERATING COMPANY,
LLC
SAN DIEGO MEDICAL SERVICES
ENTERPRISE, LLC
SIOUX FALLS AMBULANCE, INC.
SOUTHWEST AMBULANCE AND RESCUE
OF ARIZONA, INC.
SOUTHWEST AMBULANCE OF CASA
GRANDE, INC.
SOUTHWEST AMBULANCE OF NEW
MEXICO, INC.
SOUTHWEST AMBULANCE OF
SOUTHEASTERN ARIZONA, INC.
SOUTHWEST AMBULANCE OF TUCSON,
INC.
SOUTHWEST GENERAL SERVICES, INC.
SW GENERAL, INC.
THE AID AMBULANCE COMPANY, INC.
THE AID COMPANY, INC.
TOWNS AMBULANCE SERVICE, INC.
VALLEY FIRE SERVICE, INC.
W & W LEASING COMPANY, MC.

RURAL/METRO MID-SOUTH, L.P.
By: R/M OF TENNESSEE G.P., INC.,
its General Partner

RURAL/METRO OF INDIANA, L.P.
By: THE AID AMBULANCE
COMPANY, INC., its General Partner

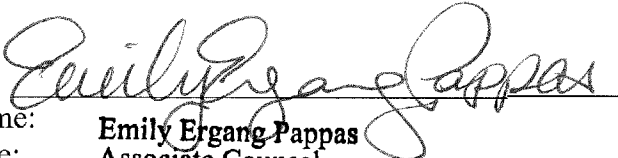
RURALMETRO OF TENNESSEE, L.P.
By: R/M OF TENNESSEE G.P., INC., its
General Partner

By: 
Name: Jay Burkett
Title: Chief Financial Officer and Treasurer of each
of the foregoing entities

[Signature Page to Notice and Confirmation of Security Interest in Trademarks]

TRADEMARK
REEL: 005394 FRAME: 0668

CORTLAND CAPITAL MARKET SERVICES
LLC, as Collateral Agent

By: 
Name: **Emily Ergang Pappas**
Title: **Associate Counsel**

SCHEDULE I

TRADEMARK REGISTRATIONS AND APPLICATIONS

	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

	Country/ Jurisdiction Name	Trademark Name	App. No.	App. Date	Reg. Number	Reg. Date	Current Owner	Status
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

	Country/ Jurisdiction Name	Trademark Name	App. No.	App. Date	Reg. Number	Reg. Date	Current Owner	Status
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 Co., Inc.	Registered
16.	US	Pridemark	75/624446	1/21/99	2319022	2/15/00	R/M Management Co., Inc.	Registered

	Country/ Jurisdiction Name	Trademark Name	App. No.	App. Date	Reg. Number	Reg. Date	Current Owner	Status
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
18.	US	Black and White Triangle Logo Design	86/293405	5/28/14			R/M Management Co., Inc.	Pending
19.	US	Color Triangle Logo Design	86/293433	5/28/14			R/M Management Co., Inc.	Pending
20.	US	Black and White Logo and Rural/Metro	86/293475	5/28/14			R/M Management Co., Inc.	Pending
21.	US	Black and White Fire Logo Design	86/293505	5/28/14			R/M Management Co., Inc.	Pending
22.	Arizona	KORD'S			20652	10/29/01	Southwest Ambulance of Tucson	Registered

	Country/ Jurisdiction Name	Trademark Name	App. No.	App. Date	Reg. Number	Reg. Date	Current Owner	Status
23.	Arizona	PMT (and Design)		8/30/12	56560	8/31/12	Professional Medical Transport, Inc.	Registered
24.	Arizona	PMT a Rural/Metro Company (and Design)		8/30/12	56561	8/31/12	Professional Medical Transport, Inc.	Registered
25.	Nebraska	Rural/Metro Ambulance			10046327	6/10/03	Eastern Ambulance Service, Inc.	Registered
26.	South Dakota	Rural/Metro Ambulance And Design			1679472	3/25/11	Sioux Falls Ambulance, Inc.	Registered
27.	Nebraska	Rural/Metro Ambulance			10046322	6/10/03	Eastern Ambulance Service, Inc.	Registered
28.	Nebraska	Rural/Metro Medical Services			10171593	1/16/13	Eastern Ambulance Service, Inc.	Registered

Country/ Jurisdiction Name	Trademark Name	App. No.	App. Date	Reg. Number	Reg. Date	Current Owner	Status
29. Nebraska	Rural/Metro Alternative Transportation Services			10171592	1/16/13	Eastern Ambulance Service, Inc.	Registered