

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM369241

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:	San Diego Medical Services Enterprise, LLC		
Street Address:	1010 Second Avenue, Suite 300		
City:	San Diego		
State/Country:	CALIFORNIA		
Postal Code:	92101		
Entity Type:	LIMITED LIABILITY COMPANY: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3869477	SAN DIEGO MEDICAL SERVICES 911 & NON-EME	
CORRESPONDENCE DATA			
Fax Number:	2129096836		
<i>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.</i>			
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			
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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 San Diego Medical Services Enterprise, LLC, a California limited liability company (the “Debtor”). 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 Debtor and the Administrative Agent are parties to that certain Trademark Security Agreement dated as of July 29, 2011 (as amended, restated or otherwise modified through the date hereof, the “Security Agreement”), pursuant to which the Debtor has 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 4594 and Frame 0523 on July 29, 2011; and

WHEREAS, Debtor has 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.

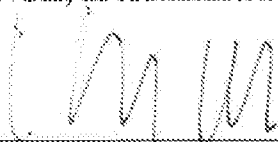
NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Administrative Agent hereby agrees as follows:

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.

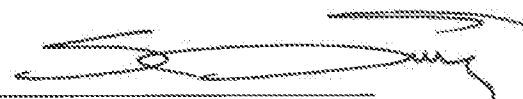
IN WITNESS WHEREOF, the undersigned has caused this Release of Trademark Security Agreement to be executed and delivered as of the date first written above.

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

By: 

Name: Robert Heft

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	San Diego Medical Services 911 & Non- Emergency Transportation (and Design)	77900906	12/24/09	3869477	11/02/10	San Diego Medical Services Enterprise, LLC	Registered