

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
The Providence Service Corporation		12/07/2007	CORPORATION:
A to Z In-Home Tutoring LLC		12/07/2007	LIMITED LIABILITY COMPANY:
AlphaCare Resources, Inc.		12/07/2007	CORPORATION:
Camelot Care Centers, Inc.		12/07/2007	CORPORATION:
Children's Behavioral Health, Inc.		12/07/2007	CORPORATION:
Dockside Services, Inc.		12/07/2007	CORPORATION:
Drawbridges Counseling Services, LLC		12/07/2007	LIMITED LIABILITY COMPANY:
Family-Based Strategies, Inc.		12/07/2007	CORPORATION:
Family Preservation Services, Inc.		12/07/2007	CORPORATION:
Family Preservation Services of Florida, Inc.		12/07/2007	CORPORATION:
Family Preservation Services of North Carolina, Inc.		12/07/2007	CORPORATION:
Family Preservation Services of Washington D.C., Inc.		12/07/2007	CORPORATION:
Family Preservation Services of West Virginia, Inc.		12/07/2007	CORPORATION:
Health Trans, Inc.		12/07/2007	CORPORATION:
LogistiCare, Inc.		12/07/2007	CORPORATION:
Maple Star Nevada		12/07/2007	CORPORATION:
Oasis Comprehensive Foster Care LLC		12/07/2007	LIMITED LIABILITY COMPANY:
Providence Community Corrections, Inc.		12/07/2007	CORPORATION:
Providence Community Services, Inc.		12/07/2007	CORPORATION:
Providence Management Corporation of Florida		12/07/2007	CORPORATION:
Providence of Arizona, Inc.		12/07/2007	CORPORATION:
Providence Service Corporation of			

CH \$465.00 2804517

Alabama		12/07/2007	CORPORATION:
Providence Service Corporation of Delaware		12/07/2007	CORPORATION:
Providence Service Corporation of Maine		12/07/2007	CORPORATION:
Providence Service Corporation of New Jersey, Inc.		12/07/2007	CORPORATION:
Providence Service Corporation of Oklahoma		12/07/2007	CORPORATION:
Providence Service Corporation of Texas		12/07/2007	CORPORATION:
Red Top Transportation, Inc.		12/07/2007	CORPORATION:
Rio Grande Management Company, LLC		12/07/2007	LIMITED LIABILITY COMPANY:
Transitional Family Services, Inc.		12/07/2007	CORPORATION:
W.D. Management, LLC		12/07/2007	LIMITED LIABILITY COMPANY:
Choices Group, Inc.		12/07/2007	CORPORATION:
Providence Community Services, LLC		12/07/2007	LIMITED LIABILITY COMPANY:
Charter LCI Corporation		12/07/2007	CORPORATION:
Provado Technologies, Inc.		12/07/2007	CORPORATION:
LogistiCare Solutions, LLC		12/07/2007	LIMITED LIABILITY COMPANY:

RECEIVING PARTY DATA

Name:	CIT Healthcare LLC
Street Address:	505 Fifth Ave.
City:	New York
State/Country:	NEW YORK
Postal Code:	10017
Entity Type:	LIMITED LIABILITY COMPANY:

PROPERTY NUMBERS Total: 18

Property Type	Number	Word Mark
Registration Number:	2804517	A TO Z IN-HOME TUTORING
Registration Number:	2126709	AS THE TWIG IS BENT, SO GROWS THE TREE
Registration Number:	1680681	CAMELOT
Registration Number:	1750063	
Registration Number:	1653278	
Registration Number:	1826690	MONITOR PRIME

TRADEMARK

REEL: 003676 FRAME: 0145

Registration Number:	1629648	TWIG BENDERS
Registration Number:	2760996	VIRTUAL RESIDENTIAL PROGRAM (VRP)
Registration Number:	2431949	LOGISTICARE
Registration Number:	2419882	LOGISTICARE
Registration Number:	3298872	PROVADO TECHNOLOGIES, INC.
Registration Number:	2308229	HUMAN SERVICES WITHOUT WALLS
Registration Number:	2252504	PC PROVIDENCE CORPORATION
Registration Number:	3098098	PC PROVIDENCE SERVICE CORPORATION
Serial Number:	78349219	LOGISTICAD
Serial Number:	78349223	LOGISTICARE
Serial Number:	78518487	
Serial Number:	78496821	PROVADO TECHNOLOGIES

CORRESPONDENCE DATA

Fax Number: (650)838-5136
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: (650) 88-3753
Email: emily.priest@shearman.com
Correspondent Name: Tina Patel
Address Line 1: Shearman & Sterling LLP
Address Line 2: 1080 Marsh Rd.
Address Line 4: Menlo Park, CALIFORNIA 94025

ATTORNEY DOCKET NUMBER:	34554-00120 TM SA
NAME OF SUBMITTER:	Tina Patel
Signature:	/tina patel/
Date:	12/10/2007

Total Attachments: 9
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Intellectual Property Security Agreement") is entered into as of December 7, 2007 among the parties identified as "Grantors" on the signature pages hereto and such other parties as may become Grantors after the date hereof (individually a "Grantor", and collectively the "Grantors") and CIT HEALTHCARE LLC, in its capacity as administrative agent (in such capacity, the "Administrative Agent") for the holders of the Secured Obligations (as defined in the Security Agreement referred to below).

WHEREAS, pursuant to that certain Credit and Guaranty Agreement, dated as of the date hereof (as it may be amended, amended and restated, joined, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among THE PROVIDENCE SERVICE CORPORATION, a Delaware corporation (the "Borrower"), the Guarantors from time to time party thereto, the Lenders from time to time party thereto, CIT HEALTHCARE LLC, as Administrative Agent, and the other Agents party thereto, the Lenders have agreed to make Loans upon the terms and subject to the conditions set forth therein. Capitalized terms used herein and not otherwise defined herein are as defined in the Credit Agreement.

WHEREAS, as a condition precedent to the making of Loans by the Lenders under the Credit Agreement, each Grantor has executed and delivered that certain Security and Pledge Agreement dated as of the date hereof made by the Grantors to the Administrative Agent (as it may be amended, amended and restated, joined, supplemented or otherwise modified from time to time, the "Security Agreement").

NOW, THEREFORE, in consideration of these premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to the Administrative Agent, for the benefit of the holders of the Secured Obligations, a continuing security interest in any and all right, title and interest of such Grantor in and to all of the following, whether now owned or existing or owned, acquired, or arising hereafter (collectively, the "Intellectual Property Collateral"):

- a. the patents and patent applications set forth in Schedule A hereto (the "Patents");
- b. the trademark and service mark registrations and applications set forth in Schedule B hereto (provided that no security interest shall be granted in United States intent-to-use trademark applications until a verified statement of use is filed with respect to such applications), together with the goodwill symbolized thereby (the "Trademarks");
- c. the copyright registrations and applications set forth on Schedule C hereto (the "Copyrights");
- d. all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided

by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;

e. any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

f. any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to or arising from any of the foregoing.

SECTION 2. Security for Obligations. The grant of a security interest in the Collateral by each Grantor under this Intellectual Property Security Agreement secures the payment of all Secured Obligations of such Grantor now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this Intellectual Property Security Agreement secures, as to each Grantor, the payment of all amounts that constitute part of the Secured Obligations and that would be owed by such Grantor to any holder of Secured Obligations under the Loan Documents but for the fact that such Secured Obligations are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving a Loan Party.

SECTION 3. Recordation. Each Grantor authorizes and requests that the Commissioner for Patents, the Commissioner for Trademarks, the Register of Copyrights and any other applicable government officer record this Intellectual Property Security Agreement.

SECTION 4. Execution in Counterparts. This Intellectual Property Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 5. Grants, Rights and Remedies. This Intellectual Property Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Administrative Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.


SECTION 6. Governing Law. This Intellectual Property Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

[The remainder of this page is left blank intentionally.]

IN WITNESS WHEREOF, each Grantor has caused this Intellectual Property Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

GRANTORS:


**THE PROVIDENCE SERVICE CORPORATION
A TO Z IN-HOME TUTORING LLC
ALPHACARE RESOURCES, INC.
CAMELOT CARE CENTERS, INC.
CHILDREN'S BEHAVIORAL HEALTH, INC.
DOCKSIDE SERVICES, INC
DRAWBRIDGES COUNSELING SERVICES, LLC
FAMILY-BASED STRATEGIES, INC.
FAMILY PRESERVATION SERVICES, INC.
FAMILY PRESERVATION SERVICES OF FLORIDA, INC.
FAMILY PRESERVATION SERVICES OF NORTH CAROLINA, INC.
FAMILY PRESERVATION SERVICES OF WASHINGTON D.C., INC.
FAMILY PRESERVATION SERVICES OF WEST VIRGINIA, INC.
HEALTH TRANS, INC.
LOGISTICARE, INC.
MAPLE STAR NEVADA
OASIS COMPREHENSIVE FOSTER CARE LLC
PROVIDENCE COMMUNITY CORRECTIONS, INC.
PROVIDENCE COMMUNITY SERVICES, INC.
PROVIDENCE MANAGEMENT CORPORATION OF FLORIDA
PROVIDENCE OF ARIZONA, INC.
PROVIDENCE SERVICE CORPORATION OF ALABAMA
PROVIDENCE SERVICE CORPORATION OF DELAWARE
PROVIDENCE SERVICE CORPORATION OF MAINE
PROVIDENCE SERVICE CORPORATION OF NEW JERSEY, INC.
PROVIDENCE SERVICE CORPORATION OF OKLAHOMA
PROVIDENCE SERVICE CORPORATION OF TEXAS
RED TOP TRANSPORTATION, INC.
RIO GRANDE MANAGEMENT COMPANY, L.L.C.
TRANSITIONAL FAMILY SERVICES, INC.
W.D. MANAGEMENT, L.L.C.**

By: 
Fletcher McCusker, Chairman of each of
the above named entities

[Signature Page to Intellectual Property Security Agreement]

GRANTORS:
(continued)

CHOICES GROUP, INC
PROVIDENCE COMMUNITY SERVICES, LLC

By: 
Fletcher McCusker, Chief Executive Officer
of each of the above named entities

CHARTER LCI CORPORATION
PROVADO TECHNOLOGIES, INC.

By: _____
John L. Shermeyen, President of each of the
above named entities

LOGISTICARE SOLUTIONS, LLC

By: _____
John L. Shermeyen, Manager


[Signature Page to Intellectual Property Security Agreement]

GRANTORS:
(continued)


CHOICES GROUP, INC.
PROVIDENCE COMMUNITY SERVICES, LLC

By: _____
Fletcher McCusker, Chief Executive Officer
of each of the above named entities

CHARTER LCI CORPORATION
PROVADO TECHNOLOGIES, INC.

By: _____

John L. Shermyn, President of each of the
above named entities

LOGISTICARE SOLUTIONS, LLC

By: _____

John L. Shermyn, Manager

[Signature Page to Intellectual Property Security Agreement]




SCHEDULE A
Intellectual Property Security Agreement

Patents




Transportation Dispatch and Delivery Tracking System	5122959	6/16/2009	Logisticare Solutions, LLC

SCHEDULE B
Intellectual Property Security Agreement


Trademarks and Servicemarks

MARK	REGISTRATION NUMBER	EXPIRES	OWNER
A TO Z IN-HOME TUTORING (typed form)	2804517	Section 8&15 Declaration due 1/13/2010	A to Z In-Home Tutoring LLC
AS THE TWIG IS BENT, SO GROWS THE TREE	2126709	01/06/2008	Camelot Care Centers, Inc.
CAMELOT	1680681	03/24/2012	Camelot Care Centers, Inc.
Miscellaneous Design 	1750063	02/12/2013	Camelot Care Centers, Inc.
Miscellaneous Design 	1653278	08/06/2011	Camelot Care Centers, Inc.
MONITOR PRIME	1826690	03/15/2014	Camelot Care Centers, Inc.
TWIG BENDERS	1629648	12/25/2010	Camelot Care Centers, Inc.
VIRTUAL RESIDENTIAL PROGRAM (VRP)	2760996	Section 8&15 Declaration due 9/9/2009	Family Preservation Services, Inc.
LOGISTICARE	2431949	2/27/2011	LogistiCare Solutions, LLC
LOGISTICARE (Stylized) 	2419882	1/9/2011	LogistiCare Solutions, LLC
PROVADO TECHNOLOGIES and Design	3298872	Section 8&15 Declaration	Provado Technologies, Inc.

SCHEDULE B
Intellectual Property Security Agreement

		due 9/25/2013	
HUMAN SERVICES WITHOUT WALLS	2308229	1/18/2010	The Providence Service Corporation
PC PROVIDENCE CORPORATION (Stylized) 	2252504	Renewal due 6/15/2009	The Providence Service Corporation
PC PROVIDENCE SERVICE CORPORATION (Stylized) 	3098098	Section 8&15 Declaration due 5/30/2012	The Providence Service Corporation

Trademark/Service Marks Applications

LOGISTICAD	78349219	SOU or 4 th Extension due 12/6/2007	Provado Technologies, Inc.
LOGISTICARE	78349223	SOU or 4 th Extension due 12/20/2007	Provado Technologies, Inc.
Miscellaneous Design 	78518487	SOU or Extension Past Due (5/23/2007)	Provado Technologies, Inc.
PROVADO TECHNOLOGIES	78496821	SOU or 4 th Extension due 4/4/2008	Provado Technologies, Inc.

SCHEDULE C
Intellectual Property Security Agreement

Copyrights and Copyright Licenses

Copyright/Registration Number	Effective Date	Owner
Florida Camelot, Inc., policies TXu346991	12/8/2083	Camelot Care Centers, Inc.
Camelot Care Centers, Inc., Florida Camelot, Inc., staff training manual: level one: orientation TXu346993	12/8/2083	Camelot Care Centers, Inc.
Camelot Care Centers, Inc., Florida Camelot, Inc., policies and procedures: vol. one-two TXu346969	12/8/2083	Camelot Care Centers, Inc.
Camelot Care Centers, Inc., Florida Camelot, Inc., staff training manual: level two: inservice TXu346992	12/8/2083	Camelot Care Centers, Inc.
Twig Benders Manual Section II: Getting to Be Human/the Developmental Process TX1071159	4/21/2077	Camelot Care Centers, Inc.
Special People, Special Places for Special Kids: Family Treatment Centers TX892720	4/21/2077	Camelot Care Centers, Inc.
Camelot Care Centers: Special People for Special Kids TX892723	4/21/2077	Camelot Care Centers, Inc.
The Twig Benders' Manual / by James E. Spicer TX946160	7/26/2077	Camelot Care Centers, Inc.
Camelot Care Center Staff Training Manual TX1071158	9/20/2077	Camelot Care Centers, Inc.
The Twig Benders Manual: V.III/by James E. Spicer TX1462284	4/24/2080	Camelot Care Centers, Inc.
Process therapy TX1660530 (supplement to TX1462284)	4/24/2080	Camelot Care Centers, Inc.