

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Termination of Security Interest in Trademarks		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Petra Messanine Fund, L.P., as Agent		03/11/2011	LIMITED PARTNERSHIP: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	The Providence Service Corporation		
<b>Street Address:</b>	64 E. Broadway Blvd.		
<b>City:</b>	Tuscon		
<b>State/Country:</b>	ARIZONA		
<b>Postal Code:</b>	85701		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2308229	HUMAN SERVICES WITHOUT WALLS	
Registration Number:	1826690	MONITOR PRIME	
Registration Number:	1653278		
Registration Number:	1750063		
Registration Number:	1629648	TWIG BENDERS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(919)416-8328		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	9192868041		
<b>Email:</b>	pto_tmconfirmation@mvalaw.com		
<b>Correspondent Name:</b>	Moore & Van Allen PLLC		
<b>Address Line 1:</b>	430 Davis Drive		
<b>Address Line 2:</b>	Suite 500		
<b>Address Line 4:</b>	Morrisville, NORTH CAROLINA 27560		

OP \$140.00 2308229

**900187377**

**TRADEMARK  
 REEL: 004504 FRAME: 0461**

ATTORNEY DOCKET NUMBER:	017625-4656 EAR
NAME OF SUBMITTER:	Ellen A. Rubel
Signature:	/Ellen A. Rubel/
Date:	03/24/2011
Total Attachments: 4 source=Term TMS Petra to Providence#page1.tif source=Term TMS Petra to Providence#page2.tif source=Term TMS Petra to Providence#page3.tif source=Term TMS Petra to Providence#page4.tif	

## TERMINATION OF SECURITY INTEREST IN TRADEMARKS

This **TERMINATION OF SECURITY INTEREST IN TRADEMARKS**, dated as of March 11, 2011, is made by Petra Messanine Fund, L.P., as Agent (the "Secured Party"), a limited partnership, located at Suite 112, 172 2<sup>nd</sup> Avenue North, Nashville, Tennessee, 37201, in favor of The Providence Service Corporation, a Delaware corporation, located at 64 E Broadway Boulevard, Tucson, AZ 85701 and Camelot Care Corporation, a Delaware Corporation, located at 64 E Broadway Boulevard, Tucson, AZ 85701.

Capitalized terms used in this Termination of Security Interest in Trademarks, but not defined herein, shall have the respective meanings ascribed to them in the Loan Agreement or Trademark and Patent Security Agreement, as applicable.

**WHEREAS**, the Secured Party as collateral agent for itself and the other lenders (the "Lenders") and The Providence Service Corporation and Camelot Care Corporation, (each individually a "Grantor", and together, the "Grantors"), along with the other Grantors party thereto, entered into that certain Loan and Security Agreement, dated as of March 1, 2002, as amended, modified, supplemented or waived from time to time (the "Loan Agreement") pursuant to which the Lenders made a Loan to Grantors;

**WHEREAS**, in connection with the making of the Loan, Lenders through the Secured Party desired to obtained from Grantors, the Secured Party and Lenders and Grantors desired to grant to the Secured Party for itself and the Lenders a security interest in certain collateral;

**WHEREAS**, the Grantors and the Secured Party entered into that certain Trademark and Patent Security Agreement, dated as of March 1, 2002, as amended, modified, supplemented or waived from time to time (the "Trademark and Patent Security Agreement") pursuant to which Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations, the Grantor assigned and granted to the Secured Party for the benefit of itself and each Lender a security interest all of such Grantor's right, title and interest in and to the Collateral, including without limitation all Trademarks, all Trademark licenses, all Patents; all Patent Licenses; and to the extent not otherwise included, all Proceeds and products of any and all of the foregoing; that are material to the business of such Grantor, and whether or not included in Exhibit A thereto;

**WHEREAS**, the Trademark and Patent Security Agreement was recorded at the United States Patent and Trademark Office on March 13, 2002 at Reel 2472 and Frame 0223 and Reel 2524 and Frame 0910; and

**WHEREAS**, the Secured Party has agreed to terminate and release its security interest in all of such Collateral, including, without limitation, the Trademarks identified on Schedule A attached hereto.

**NOW, THEREFORE**, for valuable consideration, the Secured Party hereby terminates and releases all mortgages, liens, and security interests granted to the Secured Party in all Collateral, including the following:

1. all Trademarks, including those referred to on Schedule A attached hereto;
2. all goodwill of the business connected with the use of, and symbolized by, each Trademark;
3. all Trademark Licenses; and
4. to the extent not otherwise included, all Proceeds and products of any and all of the foregoing.

The Secured Party hereby authorizes each Grantor or such Grantor's authorized representative to (i) record this Termination of Security Interest in Trademarks with the United States Patent and Trademark Office, (ii) file UCC Financing Statement Amendments with the applicable filing office in order to memorialize the termination and release of any security interest of the Secured Party in the Collateral, including the Trademarks, set forth on Schedule A hereto, and/or (iii) otherwise record or file this Termination of Security Interest in Trademarks in the applicable governmental office or agency.

The Secured Party shall take all further actions and provide Grantors, their successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by Grantors to more fully and effectively effectuate the purposes of this Termination of Security Interest in Trademarks.

This Termination of Security Interests in Trademarks shall be governed by, and construed in accordance with, the laws of the State of New York.

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**IN WITNESS WHEREOF**, the Secured Party has caused this Termination of Security Interest in Trademarks to be duly executed as of the date first set forth above.

Secured Party:

PETRA MESSANINE FUND, L.P.,  
As Agent

By: Michael Blackburn  
Name: Michael Blackburn  
Title: manager

**Schedule A**

**U.S. Trademarks of The Providence Service Corporation**

Mark	Registration No.	Registration Date
HUMAN SERVICES WITHOUT WALLS	2308229	1/18/00

**U.S. Trademarks of Camelot Care Centers, Inc.**

Mark	Registration No.	Registration Date
MONITOR PRIME	1826690	3/15/94
Design Only	1653278	8/6/91
Design Only	1750063	2/2/93
TWIG BENDERS	1629648	12/25/90