

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Termination of Security Interest in Intellectual Property

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
CIT Healthcare LLC, as Administrative Agent		03/11/2011	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	The Providence Service Corporation
Street Address:	64 E. Broadway Blvd.
City:	Tuscon
State/Country:	ARIZONA
Postal Code:	85701
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Registration Number:	2419882	LOGISTICARE
Registration Number:	2431949	LOGISTICARE
Registration Number:	3098098	PC PROVIDENCE SERVICE CORPORATION
Registration Number:	2308229	HUMAN SERVICES WITHOUT WALLS
Registration Number:	2252504	PC PROVIDENCE CORPORATION
Registration Number:	3298872	PROVADO TECHNOLOGIES, INC.
Registration Number:	3424075	PROVADO TECHNOLOGIES
Registration Number:	1826690	MONITOR PRIME
Registration Number:	1680681	CAMELOT
Registration Number:	1653278	
Registration Number:	1750063	
Registration Number:	1629648	TWIG BENDERS

CORRESPONDENCE DATA

900187379

**TRADEMARK
 REEL: 004504 FRAME: 0480**

OP \$315.00 2419882

Fax Number: (919)416-8328
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 9192868041
Email: pto_tmconfirmation@mvalaw.com
Correspondent Name: Moore & Van Allen PLLC
Address Line 1: 430 Davis Drive
Address Line 2: Suite 500
Address Line 4: Morrisville, NORTH CAROLINA 27560

ATTORNEY DOCKET NUMBER:	017625-4656 EAR
NAME OF SUBMITTER:	Ellen A. Rubel
Signature:	/Ellen A. Rubel/
Date:	03/24/2011

Total Attachments: 5
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TERMINATION OF SECURITY INTEREST IN INTELLECTUAL PROPERTY

This **TERMINATION OF SECURITY INTEREST IN INTELLECTUAL PROPERTY**, dated as of March 11, 2011, is made by CIT Healthcare LLC (the "Secured Party").

Capitalized terms used in this Termination of Security Interest in Intellectual Property, but not defined herein, shall have the respective meanings ascribed to them in the Credit Agreement, Security Agreement, or Intellectual Property Security Agreement, as applicable.

WHEREAS, 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, the Secured Party, as Administrative Agent, and the other Agents party thereto entered into that certain Credit and Guaranty Agreement, dated as of December 7, 2007 (as it may have been amended, amended and restated, joined, supplemented or otherwise modified from time to time, the "Credit Agreement"), pursuant to which the Lenders agreed to make Loans upon the terms and subject to the conditions set forth therein.

WHEREAS, as a condition precedent to the making of Loans by the Lenders under the Credit Agreement, 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, LLC, Transitional Family Services, Inc., W.D. Management, LLC, Choices Group, Inc., Providence Community Services, LLC, Charter LCI Corporation, Provado Technologies, Inc., and LogistiCare Solutions, LLC (the "Grantors") executed and delivered that certain Security and Pledge Agreement dated as of December 7, 2007 made by the Grantors to the Secured Party (as it may have been amended, amended and restated, joined, supplemented or otherwise modified from time to time, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantors and the Secured Party entered into that certain Intellectual Property Security Agreement dated as of December 7, 2007 (as it may have been amended, amended and restated, joined, supplemented or otherwise modified from time to time, the "Intellectual Property Security Agreement"), pursuant to which each Grantor granted to the Secured Party a continuing security interest in any and all right, title and interest of such Grantor in and to all Intellectual Property Collateral, whether then owned or existing or owned, acquired, or arising thereafter, including without limitation the following;

WHEREAS, the Intellectual Property Security Agreement was recorded at the United States Patent and Trademark Office on December 11, 2007 at Reel 020227 and Frame 0165 and Reel 3676 and Frame 0144, and at the United States Copyright Office on April 22, 2008 at Volume 3560 Document 246; and

WHEREAS, the Secured Party has agreed to terminate and release its continuing security interest in any and all Intellectual Property Collateral, including, without limitation, the Patents, Trademarks, and Copyrights identified on Schedule A, Schedule B, and Schedule C attached hereto.

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

- a. the patents and patent applications set forth on 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 was granted in United States intent-to-use trademark applications until a verified statement of use was 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.

The Secured Party hereby authorizes each Grantor or Grantor's authorized representative to (i) record this Termination of Security Interest in Intellectual Property with the United States Patent and Trademark Office and the United States Copyright 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 Intellectual Property Collateral, including the Patents, Trademarks, and Copyrights set forth on Schedule A, Schedule B, and Schedule C hereto, and/or (iii) otherwise record or file this Termination of Security Interest in Intellectual Property 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 Intellectual Property.

This Termination of Security Interests in Intellectual Property 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 Intellectual Property to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

Secured Party:

CIT HEALTHCARE LLC

By: Jason T. Sylvester
Name: Jason T. Sylvester
Title: Authorized Signatory

Schedule B

U.S. Trademarks

Registered Marks

Mark	Registration No.	Registration Date
LOGISTICARE and Design	2419882	1/9/01
LOGISTICARE	2431949	2/27/01
PC PROVIDENCE SERVICE CORPORATION	3098098	5/30/06
HUMAN SERVICES WITHOUT WALLS	2308229	1/18/00
PC PROVIDENCE CORPORATION	2252504	6/15/99
PROVADO TECHNOLOGIES, INC.	3298872	9/25/07
PROVADO TECHNOLOGIES	3424075	5/6/08
MONITOR PRIME	1826690	3/15/94
CAMELOT	1680681	3/24/92
Design Only	1653278	8/6/91
Design Only	1750063	2/2/93
TWIG BENDERS	1629648	12/25/90