

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Notice of Grant of Security Interest in Trademarks		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Logisticare Solutions, LLC		08/02/2013	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Bank of America, N.A., as Administrative Agent		
Street Address:	901 Main Street		
Internal Address:	Mail Code: TX1-492-14-06		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75202-3714		
Entity Type:	national banking association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4078170	SAFECAR SERVICES	
CORRESPONDENCE DATA			
Fax Number:	9194168363		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
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:	017625.4850		
NAME OF SUBMITTER:	John E. Slaughter		

Signature:	/John E. Slaughter/
Date:	08/20/2013
Total Attachments: 5 source=NGSI-T Logisticare#page1.tif source=NGSI-T Logisticare#page2.tif source=NGSI-T Logisticare#page3.tif source=NGSI-T Logisticare#page4.tif source=NGSI-T Logisticare#page5.tif	

NOTICE
OF
GRANT OF SECURITY INTEREST
IN
TRADEMARKS

United States Patent and Trademark Office

Ladies and Gentlemen:

Please be advised that pursuant to the Amended and Restated Security Agreement dated as of August 2, 2013 (as the same may be amended, modified, restated or supplemented from time to time, the "Security Agreement") by and among the Grantors from time to time party thereto (each a "Grantor" and collectively, the "Grantors") and Bank of America, N.A., as Administrative Agent (the "Administrative Agent") for the Secured Parties referenced therein, to secure the prompt payment and performance in full when due, whether by lapse of time, acceleration, mandatory prepayment or otherwise, of the Secured Obligations, the undersigned Grantor has granted to the Administrative Agent, for the benefit of the Secured Parties, a continuing security interest in, and a right to set off against, 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:

(a) all Trademarks, including the trademarks and trademark applications set forth on Schedule 1 attached hereto.

Notwithstanding anything to the contrary contained herein, the security interests granted under the Security Agreement do not extend to the Excluded Property.

The undersigned Grantor and the Administrative Agent, on behalf of the Secured Parties, hereby acknowledge and agree that the security interest in the trademarks and trademark applications set forth on Schedule 1 attached hereto (i) may only be terminated in accordance with the terms of the Security Agreement and (ii) is not to be construed as an assignment of any trademark or trademark application.

In the event of any conflict between the terms of the Security Agreement and the terms of this Notice of Grant of Security Interest in Trademarks, the terms of the Security Agreement shall govern and control.

Defined Terms. Capitalized terms used and not otherwise defined herein shall have the meanings provided in the Security Agreement.

Counterparts. This Notice of Grant of Security Interest in Trademarks may be executed in any number of counterparts, each of which where so executed and delivered shall be an original, but all of which shall constitute one and the same instrument. It shall not be necessary in making proof of this Grant of Security Interest in Trademarks to produce or account for more than one such counterpart.

GOVERNING LAW. THIS NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK APPLICABLE TO AGREEMENTS MADE AND TO BE PERFORMED ENTIRELY WITHIN SUCH STATE; PROVIDED THAT THE ADMINISTRATIVE

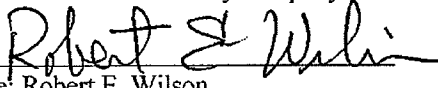
AGENT AND EACH SECURED PARTY SHALL RETAIN ALL RIGHTS ARISING UNDER
FEDERAL LAW.

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TRADEMARK
REEL: 005094 FRAME: 0847

Very truly yours,

LOGISTICARE SOLUTIONS, LLC,
a Delaware limited liability company

By: 
Name: Robert E. Wilson
Title: Assistant Secretary & Treasurer

THE PROVIDENCE SERVICE CORPORATION
NOTICE OF GRANT OF SECURITY INTEREST

TRADEMARK
REEL: 005094 FRAME: 0848

Acknowledged and Accepted:

BANK OF AMERICA, N.A.,
as Administrative Agent

By: 

Name: Kelly Weaver

Title: AVP

THE PROVIDENCE SERVICE CORPORATION
NOTICE OF GRANT OF SECURITY INTEREST

TRADEMARK
REEL: 005094 FRAME: 0849

Schedule 1

**Logisticare Solutions, LLC
(Delaware Limited Liability Company)**

U.S. Trademarks

Registered Marks

Mark	Reg. No.	Reg. Date
SAFECAR SERVICES and Design	4078170	12/27/11