

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM706468

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Bank of America, N.A.		02/03/2022	National Banking Association: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	ModivCare Inc. (f/k/a The Providence Service Corporation)		
<b>Street Address:</b>	6900 Layton Avenue, 12th Floor		
<b>City:</b>	Denver		
<b>State/Country:</b>	COLORADO		
<b>Postal Code:</b>	80237		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3098098	PC PROVIDENCE SERVICE CORPORATION	
<b>Registration Number:</b>	2308229	HUMAN SERVICES WITHOUT WALLS	
<b>Registration Number:</b>	2252504	PC PROVIDENCE CORPORATION	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	9494754754		
<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>			
<b>Phone:</b>	949-451-3800		
<b>Email:</b>	skann@gibsondunn.com		
<b>Correspondent Name:</b>	Stephanie Kann		
<b>Address Line 1:</b>	3161 Michelson Drive		
<b>Address Line 2:</b>	Gibson, Dunn & Crutcher LLP		
<b>Address Line 4:</b>	Irvine, CALIFORNIA 92612		
<b>ATTORNEY DOCKET NUMBER:</b>	74353-00018		
<b>NAME OF SUBMITTER:</b>	Stephanie Kann		
<b>SIGNATURE:</b>	/stephanie kann/		
<b>DATE SIGNED:</b>	02/03/2022		
<b>Total Attachments: 3</b>			
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**TERMINATION AND RELEASE OF SECURITY INTEREST  
IN TRADEMARKS**

This **TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS**, dated as of February 3, 2022 ("Release"), is made by Bank of America, N.A., as Administrative Agent ("Administrative Agent") in favor of ModivCare Inc. (f/k/a The Providence Service Corporation), a Delaware corporation ("Grantor").

**WHEREAS**, pursuant to that certain Amended and Restated Security Agreement dated as of August 2, 2013 (as amended, modified, restated or supplemented from time to time, the "Security Agreement") by and among the Grantor, Administrative Agent, and others party thereto, Grantor 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 Grantor in and to all Trademarks, including the trademark registrations and trademark applications listed on Schedule A attached hereto (collectively, "Trademark Collateral"); and

**WHEREAS**, pursuant to the Security Agreement, Grantor executed and delivered to Administrative Agent the Notice of Grant of Security Interest in Trademarks recorded at the United States Patent and Trademark Office ("USPTO") on March 24, 2011 at Reel 4504 Frame 0510 ("Notice").

**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Administrative Agent, on behalf of the Secured Parties, and Grantor agree as follows:

**SECTION 1. Defined Terms.** All capitalized terms used herein but not otherwise defined herein have the meanings given to them in the Security Agreement or Notice.

**SECTION 2. Termination and Release.** Administrative Agent, on behalf of the Secured Parties, without any representation, warranty, recourse, or undertaking of any kind (whether express or implied), hereby:

(a) terminates, cancels, discharges, and releases the continuing security interest in, and the right to set off against, any and all right, title and interest of Grantor in and to the Trademark Collateral, including, but not limited to, the foregoing listed on Schedule A attached hereto, granted pursuant to the Security Agreement or Notice; and

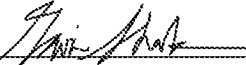
(b) authorizes the recordation of this Release with the USPTO at Grantor's expense.

**SECTION 3. Choice of Law.** This Release shall be governed by and construed in accordance with the laws of the State of New York.

**IN WITNESS WHEREOF**, the Administrative Agent, on behalf of the Secured Parties, has caused this Termination and Release of Security Interest in Trademarks to be duly executed as of the date first set forth above.

Administrative Agent:

Bank of America, N.A., as Administrative Agent

By:  \_\_\_\_\_

Name: Gavin Shak

Title: Assistant Vice President