

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
NIX HOSPITALS SYSTEM, LLC		03/13/2012	LIMITED LIABILITY COMPANY: TEXAS
RECEIVING PARTY DATA			
Name:	U.S. BANK NATIONAL ASSOCIATION		
Street Address:	225 ASYLUM STREET, 23RD FLOOR		
City:	HARTFORD		
State/Country:	CONNECTICUT		
Postal Code:	06103		
Entity Type:	NATIONAL ASSOCIATION: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3944315	UNCOMMON CARE	
Registration Number:	4057397	NIX HEALTH	
CORRESPONDENCE DATA			
Fax Number:	(650)838-5109		
Phone:	650-838-3743		
Email:	JLIK@SHEARMAN.COM		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	ZHENG BAO		
Address Line 1:	3000 EL CAMINO REAL, 6TH FLOOR		
Address Line 2:	SHEARMAN & STERLING LLP		
Address Line 4:	PALO ALTO, CALIFORNIA 94306		
ATTORNEY DOCKET NUMBER:	37465/3		
NAME OF SUBMITTER:	ZHENG BAO		

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Signature:	/ZHENG BAO/
Date:	03/21/2012
Total Attachments: 5 source=0 - Prospect TSA#page1.tif source=0 - Prospect TSA#page2.tif source=0 - Prospect TSA#page3.tif source=0 - Prospect TSA#page4.tif source=0 - Prospect TSA#page5.tif	

TRADEMARK SECURITY AGREEMENT, dated as of March 13, 2012 (the "Agreement"), among NIX HOSPITALS SYSTEM, LLC (the "Grantor") and U.S. BANK NATIONAL ASSOCIATION, as collateral agent (the "Collateral Agent") for the equal and ratable benefit of the Secured Parties (as defined in the Collateral Agreement (defined below)).

Reference is made to the Collateral Agreement dated as of July 29, 2009 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Collateral Agreement"), between the Grantor, the other "Grantors" (as defined therein) party thereto, and the Collateral Agent.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Grantor agrees, for the benefit of the Secured Parties, as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meaning specified in the Collateral Agreement.

SECTION 2. Grant of Security Interest. As collateral security for the payment and performance in full of all the Obligations, the Grantor hereby pledges and grants to the Collateral Agent for the equal and ratable benefit of the Secured Parties a lien on and security interest in all of the right, title and interest of the Grantor in, to and under the following Collateral, wherever located, whether now existing or hereafter arising or acquired from time to time (collectively, the "Trademark Collateral"):

(a) the registered or applied for Trademarks of the Grantor listed on Schedule I attached hereto;

(b) all Goodwill associated with the Trademarks listed on Schedule I attached hereto; and

(c) all Proceeds of any and all of the foregoing, including the Proceeds of any claim by the Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark, (ii) injury to the Goodwill associated with any Trademark, and (iii) right to receive license fees, royalties, and other compensation for such Trademark.

Notwithstanding anything to the contrary contained herein, the security interest created by this Trademark Security Agreement shall not extend to, and the term "Trademark Collateral" shall not include, any intent to use trademark application to the extent and for so long as creation by the Grantor of a security interest therein would result in the loss by the Grantor of any material rights therein.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Collateral Agreement and the Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to

be inconsistent with or in conflict with the Collateral Agreement, the provisions of the Collateral Agreement shall control.

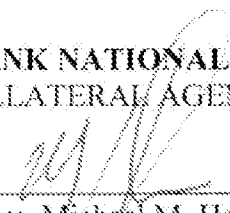
SECTION 4. Governing Law. This Trademark Security Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Trademark Security Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise, shall be construed in accordance with and governed by the laws (including statutes of limitation) of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

**NIX HOSPITALS SYSTEM, LLC**

By: \_\_\_\_\_  
Name: Samuel Lee  
Title: SVP

**U.S. BANK NATIONAL ASSOCIATION,  
AS COLLATERAL AGENT**

By:   
Name: Michael M. Hopkins  
Title: Vice President

**SCHEDULE I**

**Trademarks**

<b>Mark</b>	<b>Jurisdiction</b>	<b>Reg. No.</b>	<b>Reg. Date</b>
Uncommon Care	U.S.	3,944,315	April 12, 2011
Nix Health	U.S.	4,057,397	November 15, 2011