

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM813237

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Prospect Medical Holdings, Inc.		05/23/2023	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Wilmington Trust, National Association		
<b>Street Address:</b>	1100 North Market Street		
<b>City:</b>	Wilmington		
<b>State/Country:</b>	DELAWARE		
<b>Postal Code:</b>	19801		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4341397	P PROSPECT MEDICAL HOLDINGS, INC.	
<b>Registration Number:</b>	4337552	PROSPECT MEDICAL	
<b>Registration Number:</b>	5951214	CARE@HOME BY PROSPECT	
<b>Registration Number:</b>	5951204	CARE@HOME BY PROSPECT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6172359493		
<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>	6179517790		
<b>Email:</b>	ronald.duvernay@ropesgray.com		
<b>Correspondent Name:</b>	Ronald M. Duvernay		
<b>Address Line 1:</b>	Prudential Tower, 800 Boylston Street		
<b>Address Line 2:</b>	Ropes & Gray LLP		
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02199-3600		
<b>ATTORNEY DOCKET NUMBER:</b>	104795-0033		
<b>NAME OF SUBMITTER:</b>	Ronald M. Duvernay		
<b>SIGNATURE:</b>	/r duvernay/		
<b>DATE SIGNED:</b>	05/26/2023		
<b>Total Attachments: 4</b>			

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**GRANT OF SECURITY INTEREST- TRADEMARKS**

WHEREAS, Prospect Medical Holdings, Inc. (the "Assignor") has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the attached Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Assignor has entered into a Pledge and Security Agreement, dated May 23, 2023, (as amended, restated, amended and restated, supplemented, modified and/or otherwise changed from time to time, the "Security Agreement"), in favor of Wilmington Trust, National Association, as the Collateral Agent (in such capacity, together with its successors and assigns, if any, the "Assignee") for the Secured Parties (as defined in the Security Agreement); and

WHEREAS, pursuant to the Security Agreement, the Assignor has granted to the Assignee for the benefit of the Secured Parties a continuing security interest in all right, title and interest of the Assignor in, to and under the Trademarks, together with, among other things, the good-will of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor does hereby grant to the Assignee for the benefit of the Assignee and the Secured Parties a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

The Assignor does hereby further acknowledge and affirm that the rights and remedies of the Assignee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. This Grant of Security Interest – Trademarks shall be governed by, and construed in accordance with, the laws of the State of New York.

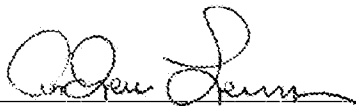
**IN WITNESS WHEREOF**, the undersigned has duly executed this Grant of Security Interest – Trademarks as of the date first above written.

**PROSPECT MEDICAL HOLDINGS, INC.**

By: Samuel Lee  
Name: Samuel Lee  
Title: Chief Executive Officer

ACKNOWLEDGED

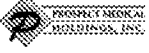
WILMINGTON TRUST, NATIONAL  
ASSOCIATION, as Collateral Agent

By:   
Name: Andrew Lennon  
Title: Assistant Vice President

SCHEDULE A TO GRANT OF SECURITY INTEREST

Trademarks and Trademark Applications

Owned by Prospect Medical Holdings, Inc.

Trademark	Status	Appl. No.	Appl. Date	Reg. No.	Reg. Date
 P PROSPECT MEDICAL HOLDINGS, INC. & Design	Registered	85679744	17-JUL-2012	4341397	28-MAY-2013
PROSPECT MEDICAL	Registered	85647550	08-JUN-2012	4337552	21-MAY-2013
CARE@HOME BY PROSPECT & Design	Registered	88143133	04-OCT-2018	5951214	31-DEC-2019
CARE@HOME BY PROSPECT	Registered	88140468	02-OCT-2018	5951204	31-DEC-2019
PROSPECT MEDICAL	Renewed (Registered) (California state registration)			59516	09-AUG-2004
PROSPECT MEDICAL	Renewed (Registered) (California state registration)			59513	09-AUG-2004