

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM813243

<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 Systems, LLC		05/23/2023	Limited Liability Company: 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: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4341396	P PROSPECT MEDICAL	
<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 Systems, LLC, a Delaware limited liability company (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.

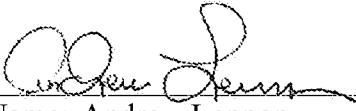
**IN WITNESS WHEREOF**, the undersigned has duly executed this Grant of Security Interest – Trademarks as of the date first above written

**PROSPECT MEDICAL SYSTEMS, LLC**

By: Samuel Lee  
Name: Samuel Lee  
Title: Senior Vice President

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 Systems, LLC

Trademark	Status	Appl. No.	Appl. Date	Reg. No.	Reg. Date
 P PROSPECT MEDICAL & Design	Registered	85679733	17-JUL-2012	4341396	28-MAY-2013