

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM389945

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ABL TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Prospect Medical Holdings, Inc.		06/30/2016	Corporation: DELAWARE
Prospect CharterCare, LLC		06/30/2016	Limited Liability Company: RHODE ISLAND
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A., as Collateral Agent		
Street Address:	10 S Dearborn, 7th Floor, IL1-1625		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	Bank: UNITED STATES		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4182133	HITM HEPATIC IMMUNOTHERAPY FOR METASTASE	
Registration Number:	4337552	PROSPECT MEDICAL	
Registration Number:	4341396	P PROSPECT MEDICAL	
Registration Number:	4341397	P PROSPECT MEDICAL HOLDINGS, INC.	
CORRESPONDENCE DATA			
Fax Number:	8009144240		
<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>			
Phone:	800-713-0755		
Email:	Michael.Violet@wolterskluwer.com		
Correspondent Name:	Michael Violet		
Address Line 1:	4400 Easton Commons Way		
Address Line 2:	Suite 125		
Address Line 4:	Columbus, OHIO 43219		
NAME OF SUBMITTER:	Jennifer Riehl		
SIGNATURE:	/Jennifer Riehl/		
DATE SIGNED:	07/01/2016		

OP \$115.00 4182133

Total Attachments: 8

source=1JPM Prospect Medical Trademarks Security Agreement (ABL)#page1.tif

source=1JPM Prospect Medical Trademarks Security Agreement (ABL)#page2.tif

source=1JPM Prospect Medical Trademarks Security Agreement (ABL)#page3.tif

source=1JPM Prospect Medical Trademarks Security Agreement (ABL)#page4.tif

source=1JPM Prospect Medical Trademarks Security Agreement (ABL)#page5.tif

source=1JPM Prospect Medical Trademarks Security Agreement (ABL)#page6.tif

source=1JPM Prospect Medical Trademarks Security Agreement (ABL)#page7.tif

source=1JPM Prospect Medical Trademarks Security Agreement (ABL)#page8.tif

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Prospect Medical Holdings, Inc.

- Individual(s)
- Partnership
- Corporation- State: Delaware
- Other _____
- Association
- Limited Partnership

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) June 30, 2016

- Assignment
- Security Agreement
- Other ABL Trademark Security Agreement
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: JPMorgan Chase Bank, N.A., as Collateral Agent

Street Address: 10 S Dearborn, 7th Floor, IL 1-1625

City: Chicago

State: IL

Country: USA Zip: 60603

- Individual(s) Citizenship _____
- Association Citizenship _____
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other Bank Citizenship USA

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and Identification or description of the Trademark.

A. Trademark Application No.(s) _____ Text _____

B. Trademark Registration No.(s) _____

4182133

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Jennifer Riehl, Legal Assistant

Internal Address: Cahill Gordon & Reindel LLP

Street Address: 80 Pine Street

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3786

Docket Number: _____

Email Address: jriehl@cahill.com

6. Total number of applications and registrations involved:

4

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

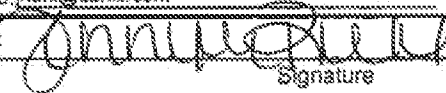
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:



Signature

Jennifer Riehl

Name of Person Signing

June 30, 2016

Date

Total number of pages including cover sheet, attachments, and document: 8

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0149, or mailed to: Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

ITEM 1
to Trademarks Recordation Form Cover Sheet (cont'd)

Additional Conveying Parties

Entity	Type of Entity	State/Citizenship
Prospect CharterCare, LLC	LLC	Rhode Island

ABL TRADEMARK SECURITY AGREEMENT

(Trademarks, Trademark Registrations, Trademark Applications and Trademark Licenses)

WHEREAS, Prospect CharterCare, LLC, a Rhode Island limited liability company (“**PCC**”) and the Borrower (as defined below) (together with PCC, the “**Lien Grantors**” and individually, each a “**Lien Grantor**”) own, or in the case of licenses are a party to, the Trademark Collateral (as defined below);

WHEREAS, Prospect Medical Holdings, Inc. (the “**Borrower**”), the Lenders party thereto and JPMorgan Chase Bank, N.A., as Administrative Agent and Collateral Agent, are parties to a ABL Credit Agreement dated as of June 30, 2016 (as amended from time to time, the “**Credit Agreement**”); and

WHEREAS, pursuant to (i) a ABL Guarantee and Security Agreement dated as of June 30, 2016 (as amended and/or supplemented from time to time, the “**Security Agreement**”) among the Borrower, the Subsidiary Guarantors party thereto and JPMorgan Chase Bank, N.A., as Collateral Agent for the Secured Parties referred to therein (in such capacity, together with its successors in such capacity, the “**Grantee**”), and (ii) certain other Collateral Documents (as defined in the Credit Agreement), including this ABL Trademark Security Agreement, the Borrower has secured certain of its obligations (the “**Secured Obligations**”) and PCC has guaranteed certain obligations of the Borrower and secured such guarantee (the “**Lien Grantor’s Secured Guarantee**”) by granting to the Grantee for the benefit of the Secured Parties (as defined in the Security Agreement) a continuing security interest in personal property of the Lien Grantor, including all right, title and interest of the Lien Grantor in, to and under the Trademark Collateral (as defined below);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Borrower grants to the Grantee to secure the Secured Obligations and PCC grants to the Grantee to secure PCC’s Secured Guarantee, a continuing security interest in all of the Lien Grantor’s right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the “**Trademark Collateral**”), whether now owned or existing or hereafter acquired or arising:

(i) each Trademark (as defined in the Security Agreement) owned by the Borrower or PCC, including, without limitation, each Trademark registration and application referred to in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark; *provided* that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law;

(ii) each Trademark License (as defined in the Security Agreement) to which the Borrower or PCC is a party, including, without limitation, each Trademark License identified in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark licensed pursuant thereto; and

(iii) all proceeds of and revenues from the foregoing, including, without limitation, all proceeds of and revenues from any claim by the Borrower or PCC against third parties for past, present or future unfair competition with, or violation of intellectual property rights in connection with or injury to, or infringement or dilution of, any Trademark owned by the Borrower or PCC

(including, without limitation, any Trademark identified in Schedule 1 hereto), and all rights and benefits of the Lien Grantor under any Trademark License (including, without limitation, any Trademark License identified in Schedule 1 hereto), or for injury to the goodwill associated with any of the foregoing.

The foregoing security interest is granted in conjunction with the security interests granted by the Borrower and PCC to the Grantee pursuant to the Security Agreement. Each Lien Grantor acknowledges and affirms that the rights and remedies of the Grantee with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Capitalized terms used herein, but not otherwise defined herein shall have the meanings ascribed to such terms in the Credit Agreement or the Security Agreement, as applicable.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the Lien Grantor has caused this ABL Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the ____ day of _____, 2016.

PROSPECT MEDICAL HOLDINGS, INC.

By: _____

Name: Samuel S. Lee

Title: Chief Executive Officer

PROSPECT CHARTERCARE, LLC

By: _____

Name: Samuel S. Lee

Title: Senior Vice President

[Prospect Medical -- ABL Trademark Security Agreement Signature Page]

TRADEMARK
REEL: 005826 FRAME: 0607

Acknowledged:


JPMORGAN CHASE BANK, N.A.,
as Collateral Agent

By: 

Name: Dawn Lee Lum
Title: Executive Director

Prospect CharterCare, LLC

TRADEMARK REGISTRATIONS

TRADEMARK	REG.NO.	REG. DATE
	4182133	07/31/12

TRADEMARK APPLICATIONS



None.

TRADEMARK LICENSES

None.

Prospect Medical Holdings, Inc.

TRADEMARK REGISTRATIONS

TRADEMARK	REG.NO.	REG. DATE
PROSPECT MEDICAL	4337552	05/21/13
	4341396	05/28/13
	4341397	05/28/13

TRADEMARK APPLICATIONS

None.

TRADEMARK LICENSES

None.