

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM397361

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Prospect Crozer, LLC		09/02/2016	Limited Liability Company: PENNSYLVANIA
Prospect Crozer Urgent Care, LLC		09/02/2016	Limited Liability Company: PENNSYLVANIA
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:	Association: UNITED STATES		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	3067187	CROZER-KEYSTONE HEALTHPLEX SPORTS CLUB	
Registration Number:	2377607	HEALTHPLEX	
Registration Number:	1971244	CROZER-KEYSTONE	
Registration Number:	1994893	CROZER-KEYSTONE HEALTH SYSTEM	
Registration Number:	3631040	PIONEERURGENTCARE	
Registration Number:	3631036	PIONEER URGENT CARE	
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:	Ken Tan		

OP \$165.00 3067187

SIGNATURE:	/Ken Tan/
DATE SIGNED:	09/02/2016
Total Attachments: 7 source=Prospect - Crozer ABL Trademark Security Agreement (Executed)#page1.tif source=Prospect - Crozer ABL Trademark Security Agreement (Executed)#page2.tif source=Prospect - Crozer ABL Trademark Security Agreement (Executed)#page3.tif source=Prospect - Crozer ABL Trademark Security Agreement (Executed)#page4.tif source=Prospect - Crozer ABL Trademark Security Agreement (Executed)#page5.tif source=Prospect - Crozer ABL Trademark Security Agreement (Executed)#page6.tif source=Prospect - Crozer ABL Trademark Security Agreement (Executed)#page7.tif	

ABL TRADEMARK SECURITY AGREEMENT

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

WHEREAS, Prospect Crozer, LLC, a Pennsylvania limited liability company (“**PC**”) and Prospect Crozer Urgent Care, LLC, a Pennsylvania limited liability company (“**PCUC**” and together with PC, the “**Lien Grantors**” and each individually, 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, each Lien Grantor has guaranteed certain obligations of the Borrower and secured such guarantee (each, a “**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 such Lien Grantor, including all right, title and interest of such 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, each Lien Grantor grants to the Grantee to secure such Lien Grantor’s Secured Guarantee, a continuing security interest in all of such 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 such Lien Grantor, 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 such Lien Grantor 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 such Lien Grantor 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 such Lien Grantor (including, without limitation, any Trademark identified in Schedule 1 hereto), and all rights and

benefits of such 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 Lien Grantors to the Grantee pursuant to the Security Agreement. The Lien Grantors acknowledge and affirm 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, each undersigned Lien Grantor has caused this ABL Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the 2nd day of September, 2016.

PROSPECT CROZER, LLC

By: _____

Name: Samuel S. Lee

Title: Senior Vice President

PROSPECT CROZER URGENT CARE, LLC

By: _____

Name: Samuel S. Lee

Title: Senior Vice President

[ABL Trademark Security Agreement]

TRADEMARK
REEL: 005869 FRAME: 0740

Acknowledged:

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

By: 

Name: Dawn Lee Lum
Title: Executive Director

**Schedule 1
to ABL
Trademark Security
Agreement**

Prospect Crozer, LLC

TRADEMARK REGISTRATIONS

WORD MARK	SERIAL NO.	REG. NO.
Crozer-Keystone Healthplex Sports Club	76610892	3067187
Healthplex	75807679	2377607
Crozer-Keystone	74662963	1971244
Crozer-Keystone Health System	74658594	1994893

TRADEMARK APPLICATIONS

None.

TRADEMARK LICENSES

None.

Prospect Crozer Urgent Care, LLC

TRADEMARK REGISTRATIONS

WORD MARK	REG.NO.	SERIAL NO.
Pioneer Urgent Care	3631040	77602784
Pioneer Urgent Care	3631036	77602714

TRADEMARK APPLICATIONS

None.

TRADEMARK LICENSES

None.