

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM812475

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Prospect Medical Holdings, Inc.		05/23/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Prospect Medical Systems, LLC		
Street Address:	600 City Parkway West		
Internal Address:	10th Floor		
City:	Orange		
State/Country:	CALIFORNIA		
Postal Code:	92868		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4341396	P PROSPECT MEDICAL	
CORRESPONDENCE DATA			
Fax Number:	3102014746		
<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:	3107891235		
Email:	sgold@troygould.com		
Correspondent Name:	Sharon R. Gold		
Address Line 1:	1801 Century Park East		
Address Line 2:	Suite 1600		
Address Line 4:	Los Angeles, CALIFORNIA 90067		
NAME OF SUBMITTER:	Sharon R. Gold		
SIGNATURE:	/Sharon R. Gold/		
DATE SIGNED:	05/23/2023		
Total Attachments: 4			
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OP \$40.00 4341396

SERVICE MARK ASSIGNMENT AGREEMENT

This SERVICE MARK ASSIGNMENT AGREEMENT (this “*Agreement*”) is made effective as of May 23, 2023 (the “*Effective Date*”) by and between Prospect Medical Holdings, Inc., a Delaware corporation (“*Assignor*”) and Prospect Medical Systems, LLC, a Delaware limited liability company (“*Assignee*”). Assignor and Assignee may be collectively referred to as the “*Parties*.”

RECITALS

WHEREAS, Assignor owns all right, title, and interest in and to the trademark **PROSPECT MEDICAL** in standard character format and in the stylized format set forth below:



including all goodwill associated therewith in connection with health care services, medical and hospital services, and providing healthcare services through a network of physicians (the “*Mark*”);

WHEREAS, the Mark is the subject of trademark registration set forth in Schedule A with the United States Patent & Trademark Office (the “*Registration*”);

WHEREAS, Assignee is an affiliate of Assignor and a participant in the business pertaining to the Mark and the Registration, which business is ongoing and existing;

WHEREAS, Assignor and Assignee are taking part in a corporate reorganization whereby certain of Assignor’s assets and affiliates, including Assignee, will be restructured under a separate holding company (such reorganization, the “*Restructuring*”); and

WHEREAS, in connection with the Restructuring, Assignor desires to assign and Assignee desires to acquire Assignor’s right, title, and interest in and to the Mark and the Registration together with all of the goodwill of Assignor’s business symbolized by or associated with them.

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

AGREEMENT

1.1 Assignment. Assignor hereby assigns, transfers and conveys to Assignee all of its right, title and interest in and to the Mark, including without limitation the Registration any and all registrations, applications, and/or common law rights, together with all of the goodwill of Assignor’s business symbolized by or associated with the Mark, and any and all income, royalties, damages and payments now or hereafter due and/or payable with respect thereto including, without limitation, damages and payments for past, present or future infringements.

1.2 Future Cooperation. The Parties agree to execute such additional documents and perform such further acts as may be reasonably necessary to effectuate the purposes and provisions of this Agreement.

1.3 Binding Upon Successors. This Agreement shall be binding upon and inure to the benefit of the Parties and their officers, subsidiaries, agents, legal representatives, successors, assigns, and licensees.

1.4 Recordation. Each Party can, at its sole option, record this Agreement in any national or international register where trademarks are recorded.

1.5 Counterparts. This Agreement may be executed in any number of identical counterparts, any or all of which may contain signatures of less than all of the Parties, and all of which shall be construed together as a binding instrument.

[Signature page follows.]

IN WITNESS WHEREOF, authorized representatives of the Parties have executed this Agreement effective as of the Effective Date.

ASSIGNOR:

ASSIGNEE:

PROSPECT MEDICAL HOLDINGS, INC.

PROSPECT MEDICAL SYSTEMS, LLC

By: Samuel Lee

By: Samuel Lee


Name: Samuel Lee

Name: Samuel Lee

Title: Chief Executive Officer

Title: Senior Vice President

Schedule A
TRADEMARK

Owner	Mark	International Class(es)	Application No. Filing Date	Registration No. Registration Date
Prospect Medical Holdings, Inc.	P PROSPECT MEDICAL & Design 	44	85/679733 7/17/2012	4341396 5/28/2013