

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT3945102

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ABL PATENT SECURITY AGREEMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
PROSPECT CHARTERCARE, LLC	06/30/2016
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	JPMORGAN CHASE BANK, N.A., AS COLLATERAL AGENT
<b>Street Address:</b>	10 S DEARBORN, 7TH FLOOR, IL1-1625
<b>City:</b>	CHICAGO
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	60603
<b>PROPERTY NUMBERS Total: 9</b>	
<b>Property Type</b>	<b>Number</b>
Patent Number:	6228361
Patent Number:	7820718
Patent Number:	7015251
Patent Number:	7763243
Patent Number:	7910314
Patent Number:	7576186
Patent Number:	8216607
Patent Number:	9206440
Application Number:	13730659
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(800)914-4240
<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>	800-713-0755
<b>Email:</b>	Michael.Violet@wolterskluwer.com
<b>Correspondent Name:</b>	MICHAEL VIOLET
<b>Address Line 1:</b>	4400 EASTON COMMONS WAY
<b>Address Line 2:</b>	SUITE 125
<b>Address Line 4:</b>	COLUMBUS, OHIO 43219
<b>NAME OF SUBMITTER:</b>	JENNIFER RIEHL
<b>SIGNATURE:</b>	/Jennifer Riehl/

PATENT

<b>DATE SIGNED:</b>	07/01/2016
<b>Total Attachments: 6</b> source=1JPM Prospect Medical Patent Security Agreement (ABL)#page1.tif source=1JPM Prospect Medical Patent Security Agreement (ABL)#page2.tif source=1JPM Prospect Medical Patent Security Agreement (ABL)#page3.tif source=1JPM Prospect Medical Patent Security Agreement (ABL)#page4.tif source=1JPM Prospect Medical Patent Security Agreement (ABL)#page5.tif source=1JPM Prospect Medical Patent Security Agreement (ABL)#page6.tif	

**ABL PATENT SECURITY AGREEMENT**

**(Patents, Patent Applications and Patent Licenses)**

WHEREAS, Prospect CharterCare, LLC, a Rhode Island limited liability company (herein referred to as the “**Lien Grantor**”) owns, or in the case of licenses is a party to, the Patent 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 Patent Security Agreement, the Lien Grantor 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 Patent Collateral (as defined below);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Lien Grantor grants to the Grantee, to secure the Lien Grantor’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 “**Patent Collateral**”), whether now owned or existing or hereafter acquired or arising:

- (i) each Patent (as defined in the Security Agreement) owned by the Lien Grantor, including, without limitation, each Patent referred to in Schedule 1 hereto;
- (ii) each Patent License (as defined in the Security Agreement) to which the Lien Grantor is a party, including, without limitation, each Patent License identified in Schedule 1 hereto; and
- (iii) all proceeds of and revenues from the foregoing, including, without limitation, all proceeds of and revenues from any claim by the Lien Grantor against third parties for past, present or future infringement of any Patent owned by the Lien Grantor (including, without limitation, any Patent identified in Schedule 1 hereto) and all rights and benefits of the Lien Grantor under any Patent License (including, without limitation, any Patent License identified in Schedule 1 hereto).

The foregoing security interest is granted in conjunction with the security interests granted by the Lien Grantor to the Grantee pursuant to the Security Agreement. The Lien Grantor acknowledges and affirms that the rights and remedies of the Grantee with respect to the security interest in the Patent 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 Patent Security Agreement to be duly executed by its officer thereunto duly authorized as of the \_\_\_\_ day of \_\_\_\_\_, 2016.

PROSPECT CHARTERCARE, LLC

By: 

Name: Samuel S. Lee

Title: Senior Vice President

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

Acknowledged:

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

By:

A handwritten signature in black ink, appearing to read "Dawn Lee Lum", written over a horizontal line.

Name: Dawn Lee Lum  
Title: Executive Director

**Prospect CharterCare, LLC**

**PATENTS AND DESIGN PATENTS**

<b>Patent No.</b>	<b>Issued</b>	<b>Country</b>	<b>Title</b>
6228361	05/08/01	USA	IGG-1 human monoclonal antibody reactive with an HIV-1 antigen and methods of use
7820718	10/26/10	USA	Combinations of ceramide and chemotherapeutic agents for inducing cell death and uses thereof in treating cancer
7015251	03/21/06	USA	Combinations of ceramide and chemotherapeutic agents for inducing tumor cell death
7763243	07/27/10	USA	In situ immunization
7910314	03/22/11	USA	SHC protein-related methods and compositions for the prognosis of breast, prostate and ovarian cancer
7576186	08/18/09	USA	Compositions and methods for stem cell delivery
8216607	07/10/12	USA	Combination of ceramide and gemcitabine for inducing cell death and uses thereof in treating cancer
9206440	12/08/15	USA	Viral vectors encoding multiple highly homologous non-viral polypeptides and the use of same
20130183276		USA	Methods and compositions for treating HIV

**PATENT APPLICATIONS**

<b>Application No.</b>	<b>Publication No.</b>	<b>Country</b>	<b>Date</b>	<b>Filing Title</b>
13730659	20130183276	USA	12/28/2012	Methods and compositions for treating HIV

**PATENT LICENSES**

None.