

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM510183

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ABL Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Prospect ECHN, Inc.		01/26/2017	Corporation: CONNECTICUT
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A.		
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: 17			
Property Type	Number	Word Mark	
Registration Number:	3766988	BETTER BEING	
Registration Number:	4028210	BUSINESS ALLIANCE FOR COMMUNITY HEALTH	
Registration Number:	4591953	CARING NEVER CHANGES	
Registration Number:	3950366	CORPCARE OCCUPATIONAL HEALTH	
Registration Number:	3969396	ECHN	
Registration Number:	4587810	ECHN BREAST CARE COLLABORATIVE	
Registration Number:	4680979	ECHNCORPCARE OCCUPATIONAL HEALTH	
Registration Number:	4050028	ECHN EASTERN CONNECTICUT CANCER INSTITUT	
Registration Number:	4683996	ECHN EASTERN CONNECTICUT FAMILY MEDICINE	
Registration Number:	4684006	ECHN SBM CHARITABLE FOUNDATION FAMILY BI	
Registration Number:	4680978	ECHN EASTERN CONNECTICUT HEALTH NETWORK	
Registration Number:	4691146	ECHN JOINT EFFORT	
Registration Number:	4677852	ECHN EASTERN CONNECTICUT MEDICAL PROFESS	
Registration Number:	4587809	ECHN URGENT CARE	
Registration Number:	4587808	ECHN WOMEN'S CENTER FOR WELLNESS	
Registration Number:	3950350	EASTERN CONNECTICUT HEALTH NETWORK	
Registration Number:	3950349	THE COMMUNITIES' CHOICE	
CORRESPONDENCE DATA			

OP \$440.00 3766988

Fax Number: 8009144240

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.

Phone: 800-713-0755

Email: Michael.Violet@wolterskluwer.com, ECarrera@cahill.com

Correspondent Name: CT Corporation

Address Line 1: 4400 Easton Commons Way

Address Line 2: Suite 125

Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER:	Elaine Carrera
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SIGNATURE:	/Elaine Carrera/
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DATE SIGNED:	02/14/2019
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Total Attachments: 9

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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 ECHN, Inc.

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

Citizenship (see guidelines) USA

Additional names of conveying parties attached? Yes No

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

Execution Date(s) January 26, 2017

- Assignment
- Security Agreement
- Other ABL 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.

Street Address: 10 S Dearborn, 7th Floor, IL1-1625

City: Chicago

State: Illinois

Country: USA Zip: 60603

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

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

See Schedule I

B. Trademark Registration No.(s)

See Schedule I

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: Elaine Carrera, Senior Paralegal

Internal Address: _____

Street Address: c/o Cahill Gordon & Reindel LLP
80 Pine Street

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3365

Docket Number: _____

Email Address: ecarrera@cahill.com

6. Total number of applications and registrations involved:

17

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:

Elaine Carrera

Signature

February 14, 2019

Date

Elaine Carrera

Name of Person Signing

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

9

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

ABL TRADEMARK SECURITY AGREEMENT

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

WHEREAS, Prospect ECHN, Inc., a Connecticut corporation (“the **“Lien Grantor”**”) owns, or in the case of licenses is 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 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 Trademark 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 **“Trademark Collateral”**), whether now owned or existing or hereafter acquired or arising:

(i) each Trademark (as defined in the Security Agreement) owned by the 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 the 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 the 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 the Lien Grantor (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 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 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 26th day of January, 2017.

PROSPECT ECHN, INC.

By: _____

Name: Samuel S. Lee
Title: Senior Vice President

Acknowledged:

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

By: _____

Name:
Title:

[ABL Trademark Security Agreement]

TRADEMARK
REEL: 006563 FRAME: 0560

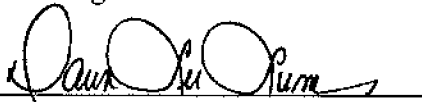
IN WITNESS WHEREOF, the Lien Grantor has caused this ABL Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the 26th day of January, 2017.

PROSPECT ECHN, INC.

By: _____
Name: Samuel S. Lee
Title: Senior Vice President

Acknowledged:

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




By: 
Name: Dawn L. LeeLum
Title: Executive Director







[ABL Trademark Security Agreement]



TRADEMARK
REEL: 006563 FRAME: 0561

**Schedule 1
to ABL
Trademark Security
Agreement**

UNITED STATES TRADEMARKS:

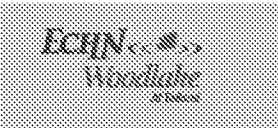

<u>Trademark</u>	<u>Registration Number</u>
BETTER BEING	3,766,988
BUSINESS ALLIANCE FOR COMMUNITY HEALTH and Design  Business Alliance for Community Health	4,028,210
CARING NEVER CHANGES	4,591,953
CORPCARE OCCUPATIONAL HEALTH	3,950,366
ECHN	3,969,396
ECHN BREAST CARE COLLABORATIVE and Design 	4,587,810
ECHNCORPCARE OCCUPATIONAL HEALTH and Design 	4,680,979

<u>Trademark</u>	<u>Registration Number</u>
<p>ECHN EASTERN CONNECTICUT CANCER INSTITUTE and Design</p> 	4,050,028
<p>ECHN EASTERN CONNECTICUT FAMILY MEDICINE RESIDENCY PROGRAM AT MANCHESTER MEMORIAL HOSPITAL and Design</p> 	4,683,996
<p>ECHN SBM CHARITABLE FOUNDATION FAMILY BIRTHING CENTER AT MANCHESTER MEMORIAL HOSPITAL and Design</p> 	4,684,006
<p>ECHN EASTERN CONNECTICUT HEALTH NETWORK HEALTHIER TOGETHER. and Design</p> 	4,680,978
<p>ECHN JOINT EFFORT and Design</p> 	4,691,146
<p>ECHN EASTERN CONNECTICUT MEDICAL PROFESSIONALS and Design</p> 	4,677,852

<u>Trademark</u>	<u>Registration Number</u>
ECHN URGENT CARE and Design 	4,587,809
ECHN WOMEN'S CENTER FOR WELLNESS and Design 	4,587,808
EASTERN CONNECTICUT HEALTH NETWORK	3,950,350
THE COMMUNITIES' CHOICE	3,950,349

STATE TRADEMARKS:

<u>Trademark</u>	<u>Registration Number</u>	<u>Jurisdiction</u>
A CARING HAND LLC and Design 	0039463944	Connecticut
BETTER BEING	23455	Connecticut
BUCKLAND IMAGING and Design 	0039463941	Connecticut
CORPCARE OCCUPATIONAL HEALTH	21110	Connecticut
ECHN	21285	Connecticut

Trademark	Registration Number	Jurisdiction
ECHN WOODLAKE AT TOLLAND and Design 	0039463943	Connecticut
EVERGREEN IMAGING and Design 	0039463942	Connecticut
TREE OF CARING	22264	Connecticut

TRADEMARK LICENSES

None.