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06-22-2001



SHEET

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

Y

101760235

attached original documents or copy thereof.

To the Honorable Commissioner of

1. Name of conveying party(ies):

LifePoint Hospitals, Inc., LifePoint Hospitals Holdings, Inc., Logan Memorial, LLC

Individuals Association

General Partnership Limited Partnership

Corporate-State Delaware, Delaware

Other ~~Delaware limited liability company~~

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies):

Name: Fleet National Bank

Internal Address: _____

Street Address: 100 Federal Street

City: Boston State MA ZIP 02110

Individual(s) citizenship _____

Association _____

General Partnership _____

Limited Partnership _____

Corporation-State _____

Other Bank

If assignee is not domiciled in the United States, a domestic representative designation is attached: yes no

(Designation must be a separate document from assignment) Additional name(s) & address(es) attached? yes no

3. Nature of conveyance:

Assignment Merger

Security Agreement Change of Name

Other _____

Execution Date: June 19, 2001

4. Application number(s) or patent number(s):

A. Trademark Application No(s)

1. 75/653,964 (3/4/99)

2. 75/602,903 (12/10/98)

3. 75/603,295 (12/10/98)

Additional numbers attached? Yes No

B. Trademark Registration No.(s)

None

Yes No

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

Name: Judy Radoccia

Internal Address: Edwards & Angell, LLP

Street Address: 101 Federal Street

City: Boston State MA ZIP 02110

6. Total number of applications and registrations involved 3

7. Total fee (37 CFR 3.41)..... \$90.00

Enclosed

Authorized to be charged to deposit account

8. Deposit Account Number: _____

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature:
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Judy Radoccia
Name of Person Signing

Signature

June 21, 2001
Date

Total number of pages including cover sheet, attachments, and document 11

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

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TRADEMARK
REEL: 002317 FRAME: 0733

SECURITY AGREEMENT (TRADEMARKS)

This Security Agreement (Trademarks) is made as of June 19, 2001 by LIFEPOINT HOSPITALS, INC., LIFEPOINT HOSPITALS HOLDINGS, INC. and their direct and indirect Subsidiaries who are signatories hereto (individually, a "Debtor" and collectively, the "Debtors") in favor of FLEET NATIONAL BANK, as Administrative Agent (in such capacity, together with its successors and assigns in such capacity, the "Administrative Agent") for the benefit of the various banks and other financial institutions who are or hereafter become Lenders under, and as defined in, the Credit Agreement referred to below (the "Lenders") (collectively, the Administrative Agent and the Lenders are referred to as the "Secured Parties").

1. Recitals.

A. LifePoint Hospitals Holdings, Inc. and the Secured Parties are entering into an Amended and Restated Credit Agreement of even date herewith (as the same may be amended, restated, renewed, replaced, supplemented or otherwise modified from time to time, the "Credit Agreement"), pursuant to which the Lenders have agreed to lend and to make certain other financial accommodations available to LifePoint Hospitals Holdings, Inc., upon and subject to the terms and conditions thereof. Unless otherwise defined herein, terms defined in the Credit Agreement and used herein shall have the meanings given to them in the Credit Agreement.

B. The Debtors are the owners of all right, title and interest, in and to all U.S. trademarks, trade names, corporate names, company names, business names, fictitious names, trade styles, service marks, logos, other source or business identifiers used in their respective businesses as presently operated, all registrations and recordings thereof, or in any applications in connection therewith, including those that now exist or may exist in the U.S. Patent and Trademark Office ("USPTO"), or in any similar office of the United States, all reissues, extensions, or renewals thereof, and all goodwill of the business symbolized by any trademark, including but not limited to those identified in Schedule A hereto (collectively, the "Trademarks"). The Secured Parties, for the benefit of themselves, their successors and assigns, subject to the terms and agreements contained herein, wish to acquire a security interest in all of the Debtors' existing and future right, title and interest in the Trademarks, together with all of the goodwill of the business in connection with such right, title and interest, as security for the Obligations (as defined in the Credit Agreement).

2. Security Interest. Each Debtor does hereby grant to the Secured Parties a security interest in all of its existing and hereafter acquired U.S. trademarks, service marks, trade names and assumed names, including without limitation, all of its right, title and interest in the Trademarks listed on Schedule A hereto, together with all of the goodwill of the business in connection therewith, all claims for damage by reason of infringement relating thereto, and any and all proceeds thereof and general intangibles relating thereto (all of the foregoing, collectively the "Collateral"). The security interest hereby granted in the Collateral shall secure the Obligations. For any Trademark that is the subject of an intent-to-use application before the USPTO, a security interest will attach as soon as a verified amendment to allege use or statement of use is filed for such application or the Secured Parties arrange for an assignment of such Trademarks that would satisfy the requirements of Section 10 of the Lanham-Trademark Act of 1948, 15 U.S.C. Section 1060.

3. Further Assurances. Each Debtor hereby agrees to execute and sign, without further consideration, any other legal document and to do all other acts that may be reasonably necessary to secure to the Secured Parties their interests as aforesaid in and to said applications or any part thereof and in and to the Collateral. Each Debtor further covenants and agrees that at the same time it provides the Administrative Agent with quarterly financial statements pursuant to the Credit Agreement, it will inform the Administrative Agent of any material facts known to it relating to the Collateral, including, without limitation, any new applications made by any Debtor for registration in any jurisdiction, the filing of any verified amendments or statements of use for any U.S. applications, and the acquisition from a third party of any application or registration. Any other new Trademarks or other intellectual property hereafter acquired shall be identified to the Administrative Agent and automatically included in this Agreement. Notwithstanding the foregoing provisions of this Section 3, each Debtor shall advise the Administrative Agent of the USPTO serial numbers for the U.S. trademark applications listed in Schedule A within thirty days of such Debtor's receipt of the same.

4. Liens. Each Debtor does hereby covenant for itself and its legal representatives that there is no existing Lien on any of the Collateral, except for Liens permitted pursuant to the Credit Agreement. No Debtor will license or encumber any of the Collateral without the express prior written consent of the Administrative Agent.

5. Use of Collateral. Until any Debtor shall be in default under Section 6 hereof, each Debtor may exercise any and all rights with respect to the Collateral, including any right to pursue and enforce any and all claims for damage by reason of infringement of the Collateral.

6. Default. The Debtors shall be in default hereunder upon the occurrence and during the continuation of any Event of Default under the Credit Agreement. Notice of the time and place of any public sale, or of the date after which a private sale of the Collateral granted to Secured Parties hereby, shall be deemed reasonable if given at least 20 days before the date of any public sale or the date after which a private sale shall take place. The Secured Parties may deduct from the proceeds of any such sale its costs and expenses of taking, holding and selling such Collateral, including its reasonable attorneys fees. If, as provided in the first sentence of this Section 6, any Debtor is in default hereunder, the Debtors expressly agree to execute an assignment of the Trademarks to the Secured Parties, together with the good will associated with the Trademarks and the right to sue for past infringement and collect all royalties that may be due. Notwithstanding the foregoing provisions of this Section 6, the Secured Parties shall have no right to sell or otherwise realize upon any of the Collateral with respect to a Trademark that is the subject of an intent-to-use application before the USPTO until a verified amendment to allege use or statement of use is filed for such application or the Secured Parties arrange for an assignment of such Trademarks that would satisfy the requirements of Section 10 of the Lanham-Trademark Act of 1948, 15 U.S.C. Section 1060.

7. Agency. Each Debtor acknowledges that the rights and responsibilities of the Administrative Agent under this Agreement with respect to any action taken by the Administrative Agent or the exercise or non-exercise by the Administrative Agent of any right or remedy provided for herein or resulting or arising out of this Agreement shall, as between the Administrative Agent and the Lenders, be governed by the Credit Agreement and by such other

agreements with respect thereto as may exist from time to time among them, but, as between the Administrative Agent and the Debtors, the Administrative Agent shall be conclusively presumed to be acting as agent for the Lenders with full and valid authority so to act or refrain from acting, and the Debtors shall not be under any obligation, or entitlement, to make any inquiry respecting such authority.

8. Miscellaneous. The benefits and obligations of this Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties. The validity and interpretation of this Agreement and the rights and obligations of the parties shall be governed by the laws (other than the conflict of laws rules) of the State of New York. **THIS AGREEMENT SHALL BE DEEMED TO BE A CONTRACT MADE UNDER SEAL AND SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK (WITHOUT GIVING REFERENCE TO ANY CONFLICTS OF LAW PROVISIONS THEREIN EXCEPT SECTION 5.1401 OF THE GENERAL OBLIGATIONS LAW OF NEW YORK) EXCEPT TO THE EXTENT THAT THE VALIDITY OR PERFECTION OF A SECURITY INTEREST GRANTED HEREUNDER, OR REMEDIES HEREUNDER, IN RESPECT OF ANY PARTICULAR COLLATERAL ARE REQUIRED TO BE GOVERNED BY THE LAWS OF A JURISDICTION OTHER THAN THE STATE OF NEW YORK. EACH DEBTOR AND EACH SECURED PARTY AGREES THAT NEITHER IT NOR ANY ASSIGNEE OR SUCCESSOR SHALL (A) SEEK A JURY TRIAL IN ANY LAWSUIT, PROCEEDING, COUNTERCLAIM OR ANY OTHER ACTION BASED UPON, OR ARISING OUT OF, THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT, ANY COLLATERAL OR THE DEALINGS OR THE RELATIONSHIP BETWEEN ANY DEBTOR AND ANY SECURED PARTY OR (B) SEEK TO CONSOLIDATE ANY SUCH ACTION WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED. THE PROVISIONS OF THIS PARAGRAPH HAVE BEEN FULLY DISCUSSED BY THE PARTIES HERETO, AND THESE PROVISIONS SHALL BE SUBJECT TO NO EXCEPTIONS. NEITHER THE SECURED PARTIES NOR THE DEBTORS HAVE AGREED WITH OR REPRESENTED TO ANY OTHER THAT THE PROVISIONS OF THIS PARAGRAPH WILL NOT BE FULLY ENFORCED IN ALL INSTANCES. EACH DEBTOR HEREBY SUBMITS TO THE JURISDICTION OF THE COURTS OF THE COMMONWEALTH OF MASSACHUSETTS AND THE STATE OF NEW YORK AND THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF MASSACHUSETTS AND THE SOUTHERN DISTRICT OF NEW YORK, AS WELL AS TO THE JURISDICTION OF ALL COURTS FROM WHICH AN APPEAL MAY BE TAKEN OR OTHER REVIEW SOUGHT FROM THE AFORESAID COURTS, FOR THE PURPOSE OF ANY SUIT, ACTION OR OTHER PROCEEDING ARISING OUT OF ANY OF SUCH DEBTOR'S OBLIGATIONS UNDER OR WITH RESPECT TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED THEREBY, AND EXPRESSLY WAIVES ANY AND ALL OBJECTIONS IT MAY HAVE AS TO VENUE IN ANY OF SUCH COURTS.**

The Next Pages are the Signature Pages.

Each of the undersigned has caused this Security Agreement (Trademarks) to be signed by its duly authorized officer under seal as of the day and year first written above.

ADMINISTRATIVE AGENT:

FLEET NATIONAL BANK, as Administrative Agent

By: Maryann S. Smith
Name: MARYANN S. SMITH
Title: DIRECTOR

Address for Notices:

Fleet National Bank
100 Federal Street
Mail Stop: MA DE 10008E
Boston, MA 02110
Attention: Maryann S. Smith
Telecopier No.: (617) 434-2472

DEBTORS:

LIFEPOINT HOSPITALS, INC.

By: _____
Name:
Title:

LIFEPOINT HOSPITALS HOLDINGS, INC.

By: _____
Name:
Title:

LOGAN MEMORIAL HOSPITAL, LLC

By: _____
Name:
Title:

Each of the undersigned has caused this Security Agreement (Trademarks) to be signed by its duly authorized officer under seal as of the day and year first written above.

ADMINISTRATIVE AGENT:

FLEET NATIONAL BANK, as Administrative Agent

By: _____

Name:

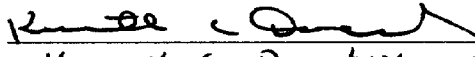
Title:

Address for Notices:

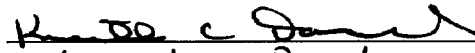
Fleet National Bank
100 Federal Street
Mail Stop: MA DE 10008E
Boston, MA 02110
Attention: Maryann S. Smith
Telecopier No.: (617) 434-2472

DEBTORS:

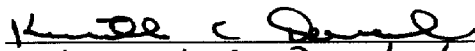
LIFEPOINT HOSPITALS, INC.

By: 
Name: Kenneth C. Donahy
Title: RVP

LIFEPOINT HOSPITALS HOLDINGS, INC.

By: 
Name: Kenneth C. Donahy
Title: SUP

LOGAN MEMORIAL HOSPITAL, LLC

By: 
Name: Kenneth C. Donahy
Title: SUP

Address for Notices:

c/o LifePoint Hospitals, Inc.
103 Powell Court, Suite 200
Brentwood, TN 37027
Attention: Kenneth Donahey
Telecopier No.: (615) 372-8575

State of
County of

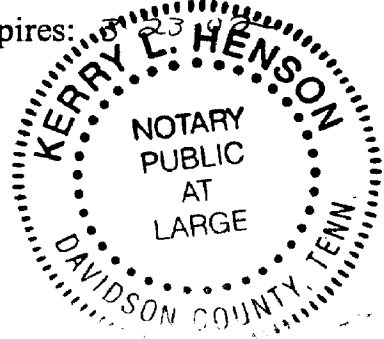
Tennessee
Davidson

6-17, 2001

Then personally appeared the above named Kenneth C. Donahay, and acknowledged that he/she executed the foregoing Security Agreement (Trademarks) as his/her free act and deed before me on behalf of the foregoing Debtors, as duly authorized agent thereof.

Kerry L. Henson
Notary Public

My commission expires:



State of
County of

Massachusetts
Suffolk

June, 2001

Then personally appeared the above named Manann S. Smith, and acknowledged that he/she executed the foregoing Security Agreement (Trademarks) as his/her free act and deed before me on behalf of the foregoing Administrative Agent, as duly authorized agent thereof.

Kelley D Graves
Notary Public Kelley D Graves
My commission expires: Nov 13, 2003

Schedule A

U.S. Federal Trademark Registrations

None

U.S. Federal Trademark Applications

Trademark Owner Name	Trademark	Application Number	Filing Date	Registration Number	Registration Date
LifePoint Hospitals, Inc.	LIFEPOINT HOSPITALS	75/653,964	3/4/99		
LifePoint Hospitals, Inc.	LIFEPOINT HOSPITALS	75/602,903	12/10/98		
LifePoint Hospitals, Inc.	LIFEPOINT HOSPITALS	75/603,295	12/10/98		

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