

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Citicorp North America, Inc.		06/28/2010	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

Name:	Willamette Valley Medical Center, LLC
Street Address:	2700 SE Stratus Avenue
City:	McMinnville
State/Country:	OREGON
Postal Code:	97128
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

**PROPERTY NUMBERS Total: 7**

Property Type	Number	Word Mark
Registration Number:	3361682	WILLAMETTE VALLEY MEDICAL CENTER
Registration Number:	3314963	COMMUNITY RADIOLOGY CENTER
Registration Number:	3400934	MCMINNVILLE FIRST MED CLINIC
Registration Number:	3361683	WILLAMETTE VALLEY CANCER CENTER
Registration Number:	3314962	WILLAMETTE VALLEY CANCER FOUNDATION
Serial Number:	77154206	SHERIDAN MEDICAL CENTER
Registration Number:	3444763	NORTHWEST PHYSICAL MEDICINE

**CORRESPONDENCE DATA**

Fax Number: (615)244-6804  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 615-850-8741  
 Email: matomlinson@wallerlaw.com  
 Correspondent Name: Robert P. Felber, Jr.  
 Address Line 1: 511 Union Street  
 Address Line 2: Suite 2700

OP \$190.00 3361682

Address Line 4: Nashville, TENNESSEE 37219

ATTORNEY DOCKET NUMBER: 019903.72018

NAME OF SUBMITTER: Robert P. Felber, Jr.

Signature: /Robert P. Felber, Jr./

Date: 07/09/2010

Total Attachments: 3  
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**TERMINATION AND RELEASE  
OF SECURITY INTEREST IN TRADEMARKS**

THIS TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS (this "*Termination*"), dated as of April \_\_\_, 2010, by each of the entities listed on the signature pages hereof (each a "*Grantor*" and, collectively, the "*Grantors*") and Citicorp North America, Inc. ("*CNAI*"), as collateral agent for the First Lien Secured Parties and the Second Lien Secured Parties (the "*Collateral Agent*").

WHEREAS, pursuant to the terms of a certain Security Agreement, dated as of February 29, 2008, between Grantors and CNAI, as Collateral Agent (the "*Security Agreement*"), Grantors and CNAI entered into that certain Trademark Security Agreement, dated as of February 29, 2008 (the "*Trademark Security Agreement*"), pursuant to which Grantors granted to CNAI, as Collateral Agent, a security interest in the Trademark Collateral (as defined in the Trademark Security Agreement) to secure certain obligations of Grantors under the Credit Agreements (as defined in the Security Agreement); and

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on February 29, 2008, at Reel/Frame 003729/0211 and at Reel/Frame 003729/0598; and

WHEREAS, Grantors have fulfilled their obligations to Collateral Agent and have requested that Collateral Agent terminate the Trademark Security Agreement and release the security interest in and lien on the Trademarks of Grantors, and reassign all rights in the Trademark Collateral to Grantors;

NOW, THEREFORE, for and in consideration of the premises and of the mutual agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties covenant and agree as follows:

1. Defined Terms. Unless otherwise defined herein, terms defined in the Credit Agreements or in the Security Agreement and used herein shall have the meaning given to them in the Credit Agreements or the Security Agreement, as appropriate.

2. Release. Collateral Agent hereby releases and forever terminates all liens and security interests in and to the Trademark Collateral and hereby assigns, conveys, grants and sets over, and releases to Grantors all of the Collateral Agent's right, title and interest, if any, in and to the Trademark Collateral, including, without limitation, the trademarks identified in Schedule A attached hereto.

3. Termination. The parties hereto do hereby cancel and terminate the Trademark Security Agreement, and all rights and obligations of the parties thereunder.

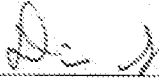
4. Further Assurances. The parties hereto agree that, at any time and from time to time upon the written request of the other party, each party will execute and deliver such further documents and do such further acts and things as may be reasonably requested by the other party in order to effect the purposes of this Termination.

5. Governing Law. This Termination shall be governed by and construed in accordance with the laws of the State of New York.

IN WITNESS WHEREOF, the undersigned have caused this Termination to be duly executed and delivered by a duly authorized officers as of the date set forth above.

**COLLATERAL AGENT:**

**CITICORP NORTH AMERICA, INC.**

By: 

Name: Dina Garthwaite

Title: Vice President

**GRANTORS:**

**CAPELLA HEALTHCARE, INC.**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**WILLAMETTE VALLEY MEDICAL  
CENTER, LLC.**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**SCHEDULE A**  
**TO**  
**TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS**

**1. Trademarks owned by Capella Healthcare, Inc.**

Trademark	Registration No.	Registration Date
CAPELLA HEALTHCARE	3179810	December 5, 2006

**2. Trademarks owned by Willamette Valley Medical Center, LLC**

Trademark	Registration No.	Registration Date
WILLAMETTE VALLEY MEDICAL CENTER	3361682	January 1, 2008
COMMUNITY RADIOLOGY CENTER	3314963	October 27, 2007
MCMINNVILLE FIRST MED CLINIC	3400934	March 25, 2008
WILLAMETTE VALLEY CANCER CENTER	3361683	January 1, 2008
WILLAMETTE VALLEY CANCER FOUNDATION	3314962	October 16, 2007
SHERIDAN MEDICAL CENTER	Application No. 77154206	Abandoned on May 27, 2008
NORTHWEST PHYSICAL MEDICINE	3444763	June 20, 2008