

TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

Trademark Release

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Citibank, N.A., as Administrative Agent		11/04/2011	INC. ASSOCIATION: UNITED STATES

RECEIVING PARTY DATA

Name:	RegionalCare Hospital Partners Holdings, Inc.
Street Address:	103 Continental Place, Suite 200
City:	Brentwood
State/Country:	TENNESSEE
Postal Code:	37027
Entity Type:	CORPORATION: DELAWARE

Name:	RGHP - Ottumwa, Inc.
Street Address:	103 Continental Place, Suite 200
City:	Brentwood
State/Country:	TENNESSEE
Postal Code:	37027
Entity Type:	CORPORATION: DELAWARE

Name:	RGHP - Wilmington, LLC
Street Address:	103 Continental Place, Suite 200
City:	Brentwood
State/Country:	TENNESSEE
Postal Code:	37027
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	3874510	REGIONALCARE HOSPITAL PARTNERS
Registration Number:	3464283	MC

TRADEMARK

900206405

REEL: 004655 FRAME: 0614

OP \$190.00 3874510

Registration Number:	2236711	CMH REGIONAL HEALTH SYSTEM
Registration Number:	3259641	MCCREERY CANCER CENTER
Registration Number:	3638235	FOSTER J. BOYD MD REGIONAL CANCER CENTER
Registration Number:	3605855	
Registration Number:	3605856	THE COMPASSION TO COMFORT. THE TECHNOLOGY TO HEAL

CORRESPONDENCE DATA

Fax Number: (212)656-1342
 Phone: 212-701-3345
 Email: david.adams@thomsonreuters.com
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
 Correspondent Name: James P. Murphy, Legal Assistant
 Address Line 1: 80 Pine Street
 Address Line 2: Cahill Gordon & Reindel LLP
 Address Line 4: New York, NEW YORK 10005

NAME OF SUBMITTER:	David Adams
Signature:	/david adams TR/
Date:	11/04/2011

Total Attachments: 7

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**TERMINATION AND RELEASE
OF SECURITY INTERESTS IN TRADEMARKS**

THIS TERMINATION AND RELEASE OF SECURITY INTERESTS IN TRADEMARKS dated as of November 4, 2011 (this "Release"), among REGIONALCARE HOSPITAL PARTNERS HOLDINGS, INC., RCHP-OTTUMWA, INC., RCHP-WILMINGTON, LLC and RCHP-FLORENCE, LLC (each, a "Grantor") and CITIBANK, N.A., as Administrative Agent (in such capacity, the "Administrative Agent").

WHEREAS, RegionalCare Hospital Partners Holdings, Inc. ("Initial Holdings"), RegionalCare Hospital Partners, Inc. (the "Borrower"), the Administrative Agent, and from time to time the Lenders (the "Lenders") entered into a Credit Agreement dated as of November 17, 2010 (as amended, supplemented, or otherwise modified from time to time, the "Credit Agreement"), by which the Lenders and Issuing Banks agreed to extend credit to the Borrower subject to certain terms and conditions; and

WHEREAS, in connection with the Credit Agreement, the Administrative Agent, Initial Holdings, the Borrower, and from time to time certain grantors entered into a Collateral Agreement dated as of November 30, 2010 (as amended, supplemented or otherwise modified from time to time, the "Collateral Agreement"), by which such grantors pledged certain interests in an effort to induce the Lenders and Issuing Banks to extend credit to the Borrower, including those relating to Trademarks and Trademark Licenses;

WHEREAS, in connection with the Credit Agreement, and for the purpose of registering the security interest of the Administrative Agent in certain trademark collateral with the United States Patent and Trademark Office, and in furtherance of the Collateral Agreement, the Grantors and Administrative Agent executed on November 30, 2010 a Trademark Security Agreement (as thereafter amended or otherwise modified from time to time, the "Trademark Security Agreement") by which each Grantor granted to the Administrative Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in all of such Grantor's right, title and interest in, to and under any Trademarks then owned or at any time thereafter acquired, including those listed on **Schedule I**, and incorporated by reference the security interest in each Grantor's Trademarks and Trademark Licenses granted in the Collateral Agreement (collectively, the "Trademark Collateral");

WHEREAS, the Trademark Security Agreement was recorded in the United States Patent and Trademark Office on November 30, 2010 at Reel Number 4422, Frame Number 0894 through 0901; and

WHEREAS, the parties now seek to terminate the Credit Agreement, Collateral Agreement, and the Trademark Security Agreement, and the Administrative Agent accordingly seeks to release its security interest in and lien on the Trademark Collateral;

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

1. Capitalized terms used in this Release and not otherwise defined herein shall have the meanings specified in the Collateral Agreement or the Credit Agreement, as applicable.

2. The Administrative Agent does hereby release and terminate all liens and security interests in and to the Trademark Collateral, including but not limited to those listed on **Schedule I** hereto, which were granted to the Administrative Agent for the benefit of the Secured Parties pursuant to the Collateral Agreement and/or the Trademark Security Agreement, and the Administrative Agent does

hereby, without recourse and without representation or warranty of any kind, assign, convey, grant, set over, transfer and release to the Grantors all of the Administrative Agent's right, title and interest, if any, in and to the Trademark Collateral, now owned or at any time thereafter acquired, the right to sue for past, present and future infringements of any thereof, all rights corresponding thereto throughout the world, all extensions and renewals of any thereto; and all proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages and proceeds of suits.

3. The parties hereto do hereby cancel and terminate the Collateral Agreement (as it pertains to the Trademark Collateral) and the Trademark Security Agreement, and all rights and obligations of the parties thereunder.

4. 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 Release.

5. This Release has been executed and delivered in, and shall be governed by and construed in accordance with the laws of, the State of New York.

6. This Release may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Release by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Release.

IN WITNESS WHEREOF, the undersigned have caused this Release to be duly executed and delivered by a duly authorized officer on the day and year first above written.

[SIGNATURE PAGES FOLLOW]

CITIBANK, N.A., as Administrative Agent

By:

Name:

Title:

Stuart G. Dickson
Vice President

STATE OF NEW YORK)
COUNTY OF MANHATTAN)

ss:

On this 2 day of November, 2011, before me personally appeared Stuart G. Dickson proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of CITIBANK, N.A., as Administrative Agent, who being by me duly sworn did depose and say that [s]he has been authorized to execute such instrument on behalf of said entity and that [s]he acknowledged said instrument to be the free act and deed of said entity.

Cynthia Tolentino
Notary Public

CYNTHIA TOLENTINO
Notary Public - State of New York
No. 01TC06188866
Qualified in Queens County
My Commission Expires June 18, 2014

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REGIONALCARE HOSPITAL PARTNERS HOLDINGS, INC.
RCHP-OTTUMWA, INC.
RCHP-FLORENCE, LLC
RCHP-WILMINGTON, LLC

By:



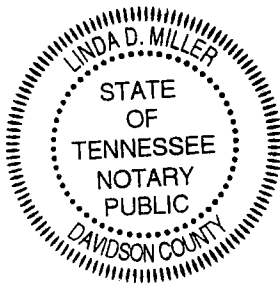
Name: John K. Bakewell

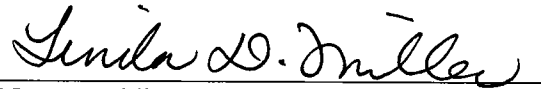
Title: Executive Vice President and Chief Financial Officer

STATE OF TENNESSEE)
)
COUNTY OF WILLIAMSON)

ss:

On this 3rd day of November, 2011, before me personally appeared John K. Bakewell, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of each of REGIONALCARE HOSPITAL PARTNERS HOLDINGS, INC., RCHP-OTTUMWA, INC., RCHP-FLORENCE, LLC and RCHP-WILMINGTON, LLC, who being by me duly sworn did depose and say that [s]he has been authorized to execute such instrument on behalf of said entities and that [s]he acknowledged said instrument to be the free act and deed of said entities.









Notary Public

**My Commission Expires:
November 4, 2013**




SCHEDULE I
to
TERMINATION AND RELEASE OF SECURITY INTERESTS IN TRADEMARKS

TRADEMARKS OWNED BY GRANTORS

Trademark Registrations:

Grantor	Mark	Registration Date	Registration Number
RegionalCare Hospital Partners Holdings, Inc.		November 9, 2010	3,874,510
RCHP-Ottumwa, Inc.		July 8, 2008	3,464,283
RCHP-Ottumwa, Inc.	McCreery Cancer Center	July 3, 2007	3,259,641
RCHP – Wilmington, LLC ¹		April 6, 1999	2,236,711
RCHP – Wilmington, LLC	Foster J. Boyd MD Regional Cancer Center	June 16, 2009	3,638,235
RCHP – Wilmington, LLC		April 14, 2009	3,605,855
RCHP – Wilmington, LLC	The Compassion to Comfort. The Technology to Heal.	April 14, 2009	3,605,856

Unregistered Trademarks:

Grantor	Mark	Reg. Date	Reg. No.
RCHP – Ottumwa, Inc.		Unregistered	Unregistered
RCHP – Ottumwa, Inc.		Unregistered	Unregistered
RCHP – Ottumwa, Inc.		Unregistered	Unregistered

¹ USPTO records in process of being updated to reflect ownership transfer from Clinton Memorial Hospital Foundation to RCHP-Wilmington, LLC.

RCHP – Ottumwa, Inc.



Unregistered

Unregistered

RCHP – Ottumwa, Inc.



Unregistered

Unregistered

RCHP – Ottumwa, Inc.



Unregistered

Unregistered

RCHP – Ottumwa, Inc.



Unregistered

Unregistered

RCHP – Florence, LLC



Unregistered

Unregistered

RCHP – Florence, LLC

*Exceptional People
Touching Lives*

Unregistered

Unregistered

RCHP – Florence, LLC



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RCHP – Florence, LLC



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