

## TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Sumner Regional Health Systems, Inc.		09/01/2010	CORPORATION: TENNESSEE
RECEIVING PARTY DATA			
Name:	LifePoint Acquisition Corp.		
Street Address:	103 Powell Court		
Internal Address:	Suite 200		
City:	Brentwood		
State/Country:	TENNESSEE		
Postal Code:	37027-5079		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3195992	SUMNER REGIONAL	
Registration Number:	3273874		
CORRESPONDENCE DATA			
Fax Number:	6152446804		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	615.850.8741		
Email:	robert.felber@wallerlaw.com		
Correspondent Name:	Robert P. Felber, Jr.		
Address Line 1:	511 Union Street		
Address Line 2:	Suite 2700		
Address Line 4:	Nashville, TENNESSEE 37219		
ATTORNEY DOCKET NUMBER:	010359.70047 SUMNER REG		
NAME OF SUBMITTER:	Robert P. Felber, Jr.		

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Signature:	/Robert P. Felber, Jr./
Date:	09/25/2012
<b>Total Attachments: 10</b> source=LifePoint, Sumner Regional et al APA #page1.tif source=LifePoint, Sumner Regional et al APA #page2.tif source=LifePoint, Sumner Regional et al APA #page3.tif source=LifePoint, Sumner Regional et al APA #page4.tif source=LifePoint, Sumner Regional et al APA #page5.tif source=LifePoint, Sumner Regional et al APA #page6.tif source=LifePoint, Sumner Regional et al APA #page7.tif source=LifePoint, Sumner Regional et al APA #page8.tif source=LifePoint, Sumner Regional et al APA #page9.tif source=LifePoint, Sumner Regional et al APA #page10.tif	

Asset Purchase Agreement

by and among

Sumner Regional Health Systems, Inc.  
Trousdale Medical Center, Inc.  
Frank T. Rutherford Memorial Hospital, Inc.  
SRHS Holdings, LLC  
Sumner Homecare and Hospice, LLC  
Family Wellness Group of Middle Tennessee, LLC  
ClinicCare, LLC

and

LifePoint Acquisition Corp.

and

Historic LifePoint Hospitals, Inc.

Dated as of April 30, 2010

## ASSET PURCHASE AGREEMENT

ASSET PURCHASE AGREEMENT, dated as of April 30, 2010 (this "Agreement"), between Sumner Regional Health Systems, Inc., a Tennessee nonprofit corporation ("SRHS"), Trousdale Medical Center, Inc., a Tennessee nonprofit corporation ("Trousdale"), Frank T. Rutherford Memorial Hospital, Inc., a Tennessee nonprofit corporation ("Rutherford"), SRHS Holdings, LLC, a Tennessee limited liability company ("Holdings"), Sumner Homecare and Hospice, LLC, a Tennessee limited liability company ("Homecare"), Family Wellness Group of Middle Tennessee, LLC, a Tennessee limited liability company ("Wellness") and ClinicCare, LLC, a Tennessee limited liability company ("ClinicCare", and together with SRHS, Trousdale, Rutherford, Holdings, Homecare and Wellness collectively, the "Seller"), and LifePoint Acquisition Corp., a Delaware corporation ("Purchaser") and is joined for specified purposes by Historic LifePoint Hospitals, Inc., a Delaware corporation ("Affiliate Indemnitor").

WHEREAS, each Seller will be a debtor-in-possession under title 11 of the United States Code, 11 U.S.C. § 101 et seq. (the "Bankruptcy Code"), and will file a voluntary petition for relief under chapter 11 of the Bankruptcy Code (such date being referred to herein as the "Petition Date"), in the United States Bankruptcy Court for the Middle District of Tennessee (the "Bankruptcy Court") (the "Bankruptcy Case"); and

WHEREAS, SRHS owns and operates a hospital located in Gallatin, Tennessee, known as Sumner Regional Medical Center ("SRMC"); and

WHEREAS, SRHS also controls Trousdale, Rutherford, Holdings and Homecare; and

WHEREAS, Trousdale owns and operates a hospital located in Trousdale, Tennessee, known as Trousdale Medical Center ("TMC"); and

WHEREAS, Rutherford owns and operates a hospital located in Carthage, Tennessee, known as Riverview Regional Medical Center South ("RRMC South"); and

WHEREAS, Holdings owns and operates a hospital located in Carthage, Tennessee, known as Riverview Regional Medical Center North ("RRMC North" and together with SRMC, TMC and RRMC South collectively, the "Hospitals"); and

WHEREAS, Homecare owns and operates a homecare and hospice business located in Gallatin, Tennessee, known as Sumner Homecare and Hospice (the "Homecare and Hospice"); and

WHEREAS, Wellness operates physician practice groups in Sumner County, Tennessee (the "Physician Practices"); and

WHEREAS, ClinicCare operated primary care medical clinics for the uninsured in Sumner County, Tennessee (the "Medical Clinics", and together with the Hospitals, Homecare and Hospice and Physician Practices, collectively the "Business"); and

"Purchased Intellectual Property" means all intellectual property rights, including Intellectual Property Licenses, Patents, Marks, Copyrights, Software and Technology, owned or licensed by Seller and used in the Ordinary Course of Business primarily in connection with the Business, except for any that is an Excluded Asset. Such intellectual property also shall include the trademarks, servicemarks and names set forth on Schedule L.1(c) (the "Seller Marks") and any variations thereof, the goodwill associated therewith, and the following to the extent used primarily in connection with the Business: telephone, facsimile and e-mail addresses (or numbers) and listings, internet websites and internet domain names.

"Purchased Personal Property Leases" has the meaning set forth in Section 2.1(c).

"Purchased Real Property Leases" has the meaning set forth in Section 2.1(c).

"Purchaser Deductible" has the meaning set forth in Section 11.2(d).

"Purchaser Documents" has the meaning set forth in Section 6.2.

"Purchaser Employer" has the meaning set forth in Section 9.1.

"Purchaser Indemnified Parties" has the meaning set forth in Section 11.2(b).

"Purchaser Plans" has the meaning set forth in Section 9.2(b).

"Purchaser's Limit" has the meaning set forth in Section 11.2(d).

"Purchaser's Objections" has the meaning set forth in Section 8.16(e).

"Real Estate" has the meaning set forth in Section 2.1(b).

"Real Property Leases" has the meaning set forth in Section 5.6(a).

"Remediation Costs" has the meaning set forth in Section 8.7(c).

"Revised Statements" has the meaning set forth in Section 12.3.

"RRMC Election" has the meaning set forth in Section 8.7(d).

"RRMC North" has the meaning set forth in the Recitals.

"RRMC South" has the meaning set forth in the Recitals.

"Sale Motion" means the motion or motions of Seller, in form and substance reasonably acceptable to Purchaser and Seller, seeking approval and entry of the Bidding Procedures Order and the Sale Order.

"Sale Order" shall be an order or orders of the Bankruptcy Court in form and substance reasonably acceptable to Purchaser and Seller approving this Agreement and all of the terms and conditions hereof, and approving and authorizing Seller to consummate the Contemplated Transactions. Without limiting the generality of the foregoing, such order shall

(b) The parties hereto have been advised by counsel, and have participated jointly, in the negotiation and drafting of this Agreement and, in the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as jointly drafted in its entirety by the parties hereto and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provision of this Agreement.

## ARTICLE II

### PURCHASE AND SALE OF ASSETS; ASSUMPTION OF LIABILITIES

2.1 Purchase and Sale of Assets. On the terms and subject to the conditions set forth in this Agreement and the Sale Order, at the Closing, Purchaser shall purchase, acquire and accept from each Seller, and each Seller shall sell, transfer, assign, convey and deliver to Purchaser (the "Contemplated Transactions"), all of such Seller's respective right, title and interest in, to and under the Purchased Assets, free and clear of any and all Liens or adverse claims other than Permitted Exceptions. "Purchased Assets" mean substantially all of the assets of Seller used primarily in connection with the Business, including the following assets of Seller (but excluding Excluded Assets):

(a) all of Seller's ownership or equity interest in or issued by the Joint Ventures (collectively, "JV Interests");

(b) the real property referred to on Schedule 2.1(b) (the "Included Real Property") and, together with the property subject to the Purchased Real Property Leases, the "Real Estate"), together with the improvements thereon and fixtures related thereto and all of Seller's right, title and interest in all easements and appurtenants benefiting or serving the Included Real Property;

(c) (i) the Furniture and Equipment, (ii) the tools, spare parts and inventories of supplies, drugs, food, janitorial and office supplies and other disposables and consumables and other tangible personal property owned by Seller and used by Seller in the conduct of the Business and located in the Ordinary Course of Business at the Real Estate on the Closing Date, or purchased by Seller for use in connection with the Business, (iii) the vehicles identified on Schedule 2.1(c)(iii) (the "Purchased Vehicles"), (iv) subject to Section 2.5, those Personal Property Leases identified in Schedule 2.1(c)(iv) (the "Purchased Personal Property Leases"), and (v) subject to Section 2.5, the Real Property Leases identified on Schedule 2.1(c)(v)(A) (the "Purchased Real Property Leases");

(d) (i) the Purchased Intellectual Property, and (ii) any right or interest of Seller in the Seller Marks;

(e) subject to Section 2.5, all of the rights and interests of Seller in, or pursuant to, the Contracts set forth on Schedule 2.1(e) (the "Purchased Contracts");

(f) to the extent allowable by applicable Law, subject to the provisions of Section 8.11, all Documents, that are used in, held for use in or intended to be used in, or that arise primarily out of, the Business, including Documents relating to the services provided by the Business, the marketing of the Business's services (including advertising and promotional

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers thereunto duly authorized, as of the date first written above.

SELLER:

Sumner Regional Health Systems, Inc.

By: R. Kaiser MD  
Name: Roger Kaiser, M.D.  
Its: President/CEO

Trousdale Medical Center, Inc.

By: R. Kaiser MD  
Name: Roger Kaiser, M.D.  
Its: President/CEO

Frank T. Rutherford Memorial Hospital, Inc.

By: R. Kaiser MD  
Name: Roger Kaiser, M.D.  
Its: President/CEO

SRHS Holdings, LLC

By: R. Kaiser MD  
Name: Roger Kaiser, M.D.  
Its: Chief Manager

Sumner Homecare and Hospice, LLC

By: R. Kaiser MD  
Name: Roger Kaiser, M.D.  
Its: Chief Manager

Family Wellness Group of Middle Tennessee, LLC

By: R. Kaiser MD  
Name: Roger Kaiser, M.D.  
Its: Chief Operating Officer

ClinicCare, LLC

By: R. Kaiser MD  
Name: Roger Kaiser, M.D.  
Its: Chief Manager

Signature Page to Asset Purchase Agreement

PURCHASER:

LifePoint Acquisition Corp.

By: 

Name: Paul R. Hannah

Its: Senior Vice President

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and adequacy of which is acknowledged and confessed and as an inducement to Seller to execute, deliver and perform its obligations pursuant to this Agreement, Affiliate Indemnitor executes this Agreement solely for the purpose of agreeing to be bound by and to indemnify and hold harmless Seller for the obligations of Purchaser arising pursuant to ARTICLE XI of this Agreement as well as the obligation, if any, of Purchaser to pay Seller the cash portion of the Purchase Price. Affiliate Indemnitor represents and warrants to each Seller that (i) Affiliate Indemnitor has full corporate power, legal capacity and authority to execute and deliver this Agreement and to perform its obligations hereunder and (ii) all consents, approvals and filings necessary for the delivery of this Agreement by Affiliate Indemnitor have been obtained or made.

Affiliate Indemnitor:

Historic LifePoint Hospitals, Inc.

By: 

Name: Paul D. Gilbert

Its: Executive Vice President



**Schedule 1.1(c)  
Seller Marks**

1. Seller has the following registered trademarks.
  - a. None.
2. Seller has the following registered servicemarks.
  - a. Service Mark registered with the U.S. Patent and Trademark Office, Reg. No. 3,195,922

Schedule 1.1(c)  
Sumner Regional Serv

3. Seller has the following registered trade names.
 

Sumner Regional Health Systems, Inc. has the following registered trade names:

  - a. SRHS Professional Services
  - b. Sumner Station
  - c. Sumner In-patient Rehabilitation Unit
  - d. Westmoreland Pharmacy

Frank T. Rutherford Memorial Hospital, Inc. has the following registered trade names:

  - e. Riverview Regional Medical Center South
  - f. Carthage General Hospital

SRHS Holdings, LLC has the following registered trade names:

  - g. Riverview Regional Medical Center North
  - h. Smith County Memorial Hospital (expire 3/31/2011)
4. Seller uses the following trade names that have not been registered.

LEGAL NAME	ASSOCIATED TRADE NAME
Sumner Regional Health Systems, Inc.	Sumner Regional Medical Center
	Imaging for Women at Sumner Station

	Diagnostic Center at Sumner Station
	Outpatient Rehab Services at Sumner Station
	The Fitness Center at Sumner Station
	Sumner Crossroads
Sumner Homecare and Hospice, LLC	Sumner Homecare
	Sumner Hospice
Trousdale Medical Center, Inc.	Trousdale Medical Center