

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
LHP Operations Co., LLC		07/03/2012	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Citibank, N.A., as administrative agent		
Street Address:	390 Greenwich Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10013		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	4109619	LHP	
Registration Number:	4001157	LHP LHP HOSPITAL GROUP, INC.	
Registration Number:	4001142		
Registration Number:	3922661	CULTURE COLLABORATION CAPITAL	
Registration Number:	3922660	LHP	
Registration Number:	3922659	LHP HOSPITAL GROUP, INC.	
CORRESPONDENCE DATA			
Fax Number:	3026365454		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	800-927-9801 x2348		
Email:	jpaterso@cscinfo.com		
Correspondent Name:	Corporation Service Company		
Address Line 1:	1090 Vermont Avenue NW, Suite 430		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20005		

CH \$165.00 4109619

TRADEMARK

ATTORNEY DOCKET NUMBER:	528968-005
NAME OF SUBMITTER:	Jean Paterson
Signature:	/jep/
Date:	02/12/2013
Total Attachments: 6 source=2-12-13 LHP Operations-TM#page1.tif source=2-12-13 LHP Operations-TM#page2.tif source=2-12-13 LHP Operations-TM#page3.tif source=2-12-13 LHP Operations-TM#page4.tif source=2-12-13 LHP Operations-TM#page5.tif source=2-12-13 LHP Operations-TM#page6.tif	

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):

LHP Operations Co., LLC

- Individual(s)
- Partnership
- Corporation- State: _____
- Other LLC - DE
- 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) July 3, 2012

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Citibank, N.A., as administrative agent

Street Address: 390 Greenwich Street

City: New York

State: NY

Country: USA Zip: 10013

- 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 1

B. Trademark Registration No.(s)

See Schedule 1

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, Legal Assistant

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:

6

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

Elaine Carrera

Name of Person Signing

February 12, 2013

Date

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

6

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

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of July 3, 2012 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, this "Intellectual Property Security Agreement"), is made by each of the signatories hereto (collectively, the "Grantors") in favor of Citibank, N.A., as administrative agent (in such capacity and together with its successors, the "Administrative Agent"), for the Secured Parties (as defined in the Collateral Agreement referred to below).

WHEREAS, LHP OPERATIONS CO., LLC, a Delaware limited liability company (the "Borrower"), has entered into a Credit Agreement dated as of July 3, 2012 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrower, LHP HOSPITAL GROUP, INC., a Delaware corporation ("Holdings"), the LENDERS party thereto from time to time, the Administrative Agent, the other agents party thereto and CITIGROUP GLOBAL MARKETS INC., REGIONS CAPITAL MARKETS, MORGAN STANLEY SENIOR FUNDING INC. and MERRILL LYNCH, PIERCE, FENNER & SMITH INCORPORATED, as joint lead arrangers and as joint bookrunners;

WHEREAS, it is a condition precedent to the obligations of the Lenders to make their respective extensions of credit to the Borrower, and the Issuing Banks to issue their respective Letters of Credit under the Credit Agreement that the Grantors shall have executed and delivered that certain Guarantee and Collateral Agreement, dated as of July 3, 2012 (as amended, amended and restated, supplemented, restated or otherwise modified from time to time, the "Collateral Agreement"), to the Administrative Agent for the benefit of the Secured Parties (capitalized terms used herein but not otherwise defined herein shall have the meanings given to such terms in the Collateral Agreement); and

WHEREAS, under the terms of the Collateral Agreement, the Grantors have granted a security interest in certain property, including, without limitation, certain Intellectual Property of the Grantors, to the Administrative Agent for the benefit of the Secured Parties, and have agreed as a condition thereof to execute this Intellectual Property Security Agreement for recording with the United States Patent and Trademark Office and the United States Copyright Office, as applicable.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantors agree as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to the Administrative Agent for the benefit of the Secured Parties a security interest in and to all of such Grantor's right, title and interest in and to the following, excluding any Excluded Assets (the "Intellectual Property Collateral"), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of such Grantor's Obligations:

- (a) all Trademarks, including, without limitation, each registration and application identified in Schedule 1 attached hereto;

(b) all Patents, including, without limitation, each issued Patent and Patent application identified in Schedule 1 attached hereto;

(c) all Copyrights, including, without limitation, each Copyright registration and application identified in Schedule 1 attached hereto;

(d) all Trade Secrets and any of the Intellectual Property Collateral under clause (a), (b) or (c) above to which any Grantor is an exclusive licensee of any United States Trademark, Patent or Copyright, as identified in Schedule 1 attached;

(e) any and all proceeds of the foregoing.

SECTION 2. Recordation. Each Grantor authorizes and requests that the Register of Copyrights and the Commissioner of Patents and Trademarks record this Intellectual Property Security Agreement.

SECTION 3. Execution in Counterparts. This Agreement may be executed in any number of counterparts (including by telecopy or other electronic transmission, including “.pdf” or “.tif” format), each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.


SECTION 4. Governing Law. This Intellectual Property Security Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York without regard to conflict of laws principles thereof that would require application of the laws of another state.

SECTION 5. Conflict Provision. This Intellectual Property Security Agreement has been entered into in conjunction with the provisions of the Collateral Agreement and the Credit Agreement. In the event that any provisions of this Intellectual Property Security Agreement are in conflict with the Collateral Agreement or the Credit Agreement, the provisions of the Collateral Agreement or the Credit Agreement shall govern, as applicable.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, each of undersigned has caused this Intellectual Property Security Agreement to be duly executed to be effective as of the date first above written.

LHP OPERATIONS CO., LLC

By: 
Name: REBECCA HURLEY
Title: EMP

[Signature Page to Intellectual Property Agreement]

TRADEMARK
REEL: 004960 FRAME: 0634



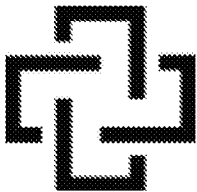
U.S. COPYRIGHT REGISTRATIONS

None

U.S. PATENTS AND APPLICATIONS

None

U.S. TRADEMARKS AND REGISTRATIONS

Mark	Application Serial No.	Registration No.	Registration Date
 LHP	85074087	4109619	3/6/12
	85074166	4001157	7/26/11
	85072622	4001142	7/26/11
CULTURE COLLABORATION CAPITAL	85072609	3922661	2/22/11
LHP	85072605	3922660	2/22/11
LHP HOSPITAL GROUP, INC.	85072596	3922659	2/22/11

EXCLUSIVE LICENSES OF U.S. COPYRIGHTS, PATENTS OR TRADEMARKS
None