

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM302747

| | |
|------------------------------|-------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | SECURITY INTEREST |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|------------------------------------------------------------------------|----------|----------------|-------------------------------------|
| RegionalCare Hospital Partners Holdings, Inc., as Grantor | | 04/23/2014 | CORPORATION: DELAWARE |
| RCHP-Ottumwa, LLC, a Delaware limited liability company, as Grantor | | 04/23/2014 | LIMITED LIABILITY COMPANY: DELAWARE |
| RCHP-Wilmington, LLC, a Delaware limited liability company, as Grantor | | 04/23/2014 | LIMITED LIABILITY COMPANY: DELAWARE |
| Essent Healthcare, Inc., a Delaware corporation, as Grantor | | 04/23/2014 | CORPORATION: DELAWARE |

RECEIVING PARTY DATA

| | |
|------------------------|-------------------------------------------------------------|
| Name: | UBS AG, Stamford Branch, as First Lien Administrative Agent |
| Street Address: | 677 Washington Boulevard |
| City: | Stamford |
| State/Country: | CONNECTICUT |
| Postal Code: | 06901 |
| Entity Type: | Bank: UNITED STATES |

PROPERTY NUMBERS Total: 10

| Property Type | Number | Word Mark |
|-----------------------------|----------|------------------------------------------|
| Registration Number: | 3464283 | MC |
| Registration Number: | 3259641 | MCCREERY CANCER CENTER |
| Registration Number: | 2236711 | CMH REGIONAL HEALTH SYSTEM |
| Registration Number: | 3638235 | FOSTER J. BOYD MD REGIONAL CANCER CENTER |
| Registration Number: | 3605855 | |
| Registration Number: | 3605856 | THE COMPASSION TO COMFORT. THE TECHNOLOG |
| Registration Number: | 3874510 | REGIONALCARE HOSPITAL PARTNERS |
| Registration Number: | 3174008 | E ESSENT |
| Registration Number: | 2416480 | ESSENT |
| Serial Number: | 85273279 | |

CORRESPONDENCE DATA

TRADEMARK

900287466

REEL: 005268 FRAME: 0900

CH \$265.00 3464283

Fax Number: 3026365454

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 800-927-9801 x 62348

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

| | |
|--------------------------------|----------|
| ATTORNEY DOCKET NUMBER: | 109405-5 |
|--------------------------------|----------|

| | |
|---------------------------|---------------|
| NAME OF SUBMITTER: | Jean Paterson |
|---------------------------|---------------|

| | |
|-------------------|-------|
| SIGNATURE: | /jep/ |
|-------------------|-------|

| | |
|---------------------|------------|
| DATE SIGNED: | 04/28/2014 |
|---------------------|------------|

Total Attachments: 9

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EXECUTION VERSION

FIRST LIEN TRADEMARK SECURITY AGREEMENT dated as of April 23, 2014 (this "Agreement"), among the signatories hereto (collectively, the "Grantors") and UBS AG, Stamford Branch, as First Lien Administrative Agent (in such capacity, the "First Lien Administrative Agent").

Reference is made to (a) Reference is made to (a) the First Lien Credit Agreement dated as of April 23, 2014 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among RegionalCare Hospital Partners Holdings, Inc. ("Holdings"), RCHP, Inc. (the "Borrower"), the Lenders from time to time party thereto (the "Lenders") and the First Lien Administrative Agent and (b) the First Lien Collateral Agreement dated as of April 23, 2014 (as amended, supplemented or otherwise modified from time to time, the "First Lien Collateral Agreement"), among Holdings, the Borrower, the other grantors from time to time party thereto and the First Lien Administrative Agent. The Lenders and the Issuing Banks have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. Each Grantor is an Affiliate of the Borrower and is willing to execute and deliver this Agreement in order to induce the Lenders to make additional Loans and the Issuing Banks to issue additional Letters of Credit and as consideration for Loans previously made and Letters of Credit previously issued. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the First Lien Collateral Agreement or the Credit Agreement, as applicable. The rules of construction specified in Section 1.01(b) of the First Lien Collateral Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, each Grantor hereby grants to the First Lien Administrative Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the "Security Interest") in all of each Grantor's right, title and interest in, to and under any Trademarks now owned or at any time hereafter acquired by each Grantor, including those listed on Schedule I (the "Trademark Collateral"). This Agreement is not to be construed as an assignment of any trademark or trademark application. Notwithstanding anything herein to the contrary, the Trademark Collateral shall not include, and in no event shall the Security Interest attach to, any intent-to-use trademark applications filed in the United States Patent and Trademark Office, pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. Section 1051, prior to the accepted filing of a "Statement of Use" and issuance of a "Certificate of Registration" pursuant to Section 1(d) of the Lanham Act or an accepted filing of an "Amendment to Allege Use" whereby such intent-to-use trademark application is converted to a "use in commerce" application pursuant to Section 1(c) of the Lanham Act.

SECTION 3. First Lien Collateral Agreement. The Security Interest granted to the First Lien Administrative Agent herein is granted in furtherance, and not in limitation, of the security interests granted to the First Lien Administrative Agent pursuant to the First Lien Collateral Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the First Lien Administrative Agent with respect to the Trademark Collateral are more fully set forth in the First Lien Collateral Agreement, the terms and provisions of which are hereby

incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the First Lien Collateral Agreement, the terms of the First Lien Collateral Agreement shall govern.

SECTION 4. Termination. Upon the full performance of the Secured Obligations (other than indemnity obligations under the Loan Documents that are not then due and payable or for which any events or claims that would give rise thereto are not pending), the security interest granted herein shall automatically terminate and the First Lien Administrative Agent shall execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademark Collateral under this Agreement.

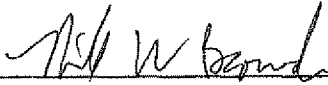
SECTION 5. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

SECTION 6. Governing Law. **This Agreement shall be construed in accordance with and governed by the laws of the State of New York.**

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

ECM HEALTH GROUP, LLC
ESSENT HEALTHCARE OF MASSACHUSETTS,
INC.
ESSENT HEALTHCARE OF MISSOURI, INC.
ESSENT HEALTHCARE, INC.
ESSENT HEALTHCARE - AYER, INC.
ESSENT PRMC, L.P.
OTTUMWA HEALTH GROUP, LLC
RCHP – FLORENCE, LLC
RCHP-OTTUMWA, LLC
RCHP-SIERRA VISTA, INC.
RCHP – WILMINGTON, LLC
REGIONALCARE HOSPITAL PARTNERS
HOLDINGS, INC.
WILMINGTON PHYSICIANS GROUP, LLC

By: 
Name: Michael W. Browder
Title: Executive Vice President and Chief
Financial Officer

[RCHP – Signature Page to First Lien Trademark Security Agreement]

TRADEMARK
REEL: 005268 FRAME: 0904





UBS AG, STAMFORD BRANCH, as First Lien Administrative Agent

By: Lana Gifas
Name: Lana Gifas
Title: Director


By: Jennifer Anderson
Name: Jennifer Anderson
Title: Associate Director

TRADEMARKS OWNED BY GRANTOR








Trademark Registrations



| Grantor | Mark | Reg. Date | Reg. No. |
|--------------------------------------------------|-------------------------------------------------------------------------------------|--------------------|-----------|
| RCHP-Ottumwa, LLC |  | July 8, 2008 | 3,464,283 |
| RCHP-Ottumwa, LLC | McCreery Cancer Center | July 3, 2007 | 3,259,641 |
| RCHP – Wilmington, LLC |  | April 6, 1999 | 2,236,711 |
| RCHP – Wilmington, LLC | Foster J. Boyd MD Re- gional 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 Technol- ogy to Heal. | April 14, 2009 | 3,605,856 |
| RegionalCare Hospital Partners Holdings, Inc. |  | November 9, 2010 | 3,874,510 |
| Essent Healthcare, Inc. |  | November 21, 2006 | 3,174,008 |
| Essent Healthcare, Inc. | ESSENT | December 26, 2000 | 2,416,480 |
| RCHP – Florence, LLC | Shoals Hospital | September 27, 2012 | 113-298 |
| RCHP – Florence, LLC | Shoals Occupational Medicine | September 27, 2012 | 113-299 |
| RCHP – Florence, LLC | Shoals Physician Group | October 26, 2012 | 113-388 |
| Essent PRMC, L.P. |  | July 12, 2004 | 800348113 |
| ECM Health Group, LLC | ALABAMA HEART & VASCULAR CENTER | April 3, 2013 | 113-622 |
| ECM Health Group, LLC | NORTH ALABAMA OBGYN | April 3, 2013 | 113-621 |

Trademark Applications

| Grantor | Mark | Filing Date | Serial Number |
|-----------------------------------------------|-----------------------------------------------------------------------------------|-----------------|---------------|
| RegionalCare Hospital Partners Holdings, Inc. |  | March 22, 2011 | 85/273, 279 |
| RCHP-Sierra Vista, Inc. | SONOITA FAMILY HEALTH | July 10, 2008 | 438173 |
| RCHP-Sierra Vista, Inc. | DOUGLAS FAMILY HEALTH | May 11, 2009 | 460591 |
| RCHP-Sierra Vista, Inc. | TOMBSTONE FAMILY HEALTH | May 11, 2009 | 460594 |
| RCHP-Sierra Vista, Inc. | HOSPICE, CASA DE LA PAZ | August 20, 2013 | 579583 |

Unregistered Trademarks

| Grantor | Mark | Reg. Date | Reg. No. |
|-------------------|-------------------------------------------------------------------------------------|--------------|--------------|
| RCHP-Ottumwa, LLC |  | Unregistered | Unregistered |
| RCHP-Ottumwa, LLC |  | Unregistered | Unregistered |
| RCHP-Ottumwa, LLC |  | Unregistered | Unregistered |
| RCHP-Ottumwa, LLC |  | Unregistered | Unregistered |
| RCHP-Ottumwa, LLC |  | Unregistered | Unregistered |
| RCHP-Ottumwa, LLC |  | Unregistered | Unregistered |
| RCHP-Ottumwa, LLC |  | Unregistered | Unregistered |

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|----------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|--------------|
| RCHP – Florence, LLC |  Eliza Coffee Memorial Hospital | Unregistered | Unregistered |
| RCHP – Florence, LLC | <i>Exceptional People Touching Lives</i> | Unregistered | Unregistered |
| RCHP – Florence, LLC |  | Unregistered | Unregistered |
| RCHP – Florence, LLC | ECM EAST DIAGNOSTIC & REHAB CENTER <i>Compassion. Care. Convenience.</i> | Unregistered | Unregistered |
| RCHP – Florence, LLC | <i>The Women's Pavilion</i> Eliza Coffee Memorial | Unregistered | Unregistered |
| RCHP – Florence, LLC | The Children's Center at ECM | Unregistered | Unregistered |
| RCHP – Florence, LLC |  The Wound Healing Center At ECM East | Unregistered | Unregistered |
| RCHP – Florence, LLC | J.W. Sommer Rehabilitation Unit on the campus of Shoals Hospital CHS / HEALTHSOUTH | Unregistered | Unregistered |
| RCHP – Florence, LLC |  The Senior Care Center at Shoals Hospital | Unregistered | Unregistered |
| RCHP – Florence, LLC |  Excellent Care is our Mission | Unregistered | Unregistered |
| RCHP – Florence, LLC |  Eliza's Coffee and Gift Shop We Proudly Brew massachusetts | Unregistered | Unregistered |
| RCHP – Florence, LLC |  LifeWise | Unregistered | Unregistered |
| RCHP-Ottumwa, LLC | Behavioral Health Counseling Services | Unregistered | Unregistered |
| RCHP-Ottumwa, LLC | Ottumwa Regional Occupational Health | Unregistered | Unregistered |
| RCHP-Ottumwa, LLC | Surgical Partners of Ottumwa | Unregistered | Unregistered |
| RCHP-Ottumwa, LLC | Psychiatric Medicine | Unregistered | Unregistered |
| RCHP-Ottumwa, LLC | Eddyville Clinic | Unregistered | Unregistered |

| | | | |
|------------------------------------------|--------------------------------------------|---------------------|---------------------|
| RCHP-Ottumwa, LLC | ORHC Clinics (incl Multi-Specialty Clinic) | <i>Unregistered</i> | <i>Unregistered</i> |
| RCHP-Ottumwa, LLC | Ottumwa Regional Homecare | <i>Unregistered</i> | <i>Unregistered</i> |
| RCHP-Ottumwa, LLC | Physical Medicine & Rehabilitation | <i>Unregistered</i> | <i>Unregistered</i> |
| RCHP-Ottumwa, LLC | All in One Health Care (Occ Health Clinic) | <i>Unregistered</i> | <i>Unregistered</i> |
| RCHP-Ottumwa, LLC | Eldon Clinic – Terminated | <i>Unregistered</i> | <i>Unregistered</i> |
| RCHP-Ottumwa, LLC | Richland Clinic – Terminated | <i>Unregistered</i> | <i>Unregistered</i> |
| RCHP-Ottumwa, LLC | Ottumwa Allergy – Terminated | <i>Unregistered</i> | <i>Unregistered</i> |
| RCHP-Ottumwa, LLC | Women and Family Center | <i>Unregistered</i> | <i>Unregistered</i> |
| RCHP-Ottumwa, LLC | Ottumwa Regional Health Center | <i>Unregistered</i> | <i>Unregistered</i> |
| Essent Healthcare Ayer, Inc. | - Nashoba Valley Medical Center | <i>Unregistered</i> | <i>Unregistered</i> |
| Essent Healthcare of Massachusetts, Inc. | Merrimack Valley Hospital | <i>Unregistered</i> | <i>Unregistered</i> |
| Essent PRMC, L.P. | Paris Regional Medical Center | <i>Unregistered</i> | <i>Unregistered</i> |
| Essent Healthcare of Missouri, Inc. | Crossroads Regional Medical Center | <i>Unregistered</i> | <i>Unregistered</i> |
| Ottumwa Health Group, LLC | Ottumwa Orthopedic Clinic | <i>Unregistered</i> | <i>Unregistered</i> |
| Ottumwa Health Group, LLC | Ottumwa Primary Care Clinic | <i>Unregistered</i> | <i>Unregistered</i> |
| Ottumwa Health Group, LLC | Ottumwa Surgical Associates | <i>Unregistered</i> | <i>Unregistered</i> |
| Ottumwa Health Group, LLC | Ottumwa Walk In Clinic | <i>Unregistered</i> | <i>Unregistered</i> |
| Ottumwa Health Group, LLC | Ottumwa Occupation Medicine | <i>Unregistered</i> | <i>Unregistered</i> |
| Ottumwa Health Group, LLC | Ottumwa Specialty Clinic | <i>Unregistered</i> | <i>Unregistered</i> |
| Ottumwa Health Group, LLC | Ottumwa OB/GYN Clinic | <i>Unregistered</i> | <i>Unregistered</i> |
| Ottumwa Health Group, LLC | The Eddyville Clinic | <i>Unregistered</i> | <i>Unregistered</i> |
| Ottumwa Health Group, LLC | Ottumwa Gastroenterology Clinic | <i>Unregistered</i> | <i>Unregistered</i> |
| Wilmington Physicians Group, LLC | Pinnacle Primary Care Physicians | <i>Unregistered</i> | <i>Unregistered</i> |
| Wilmington Physicians Group, LLC | Washington Court House Primary Care | <i>Unregistered</i> | <i>Unregistered</i> |
| Wilmington Physicians Group, LLC | River's Bend Family Medicine | <i>Unregistered</i> | <i>Unregistered</i> |

| | | | | |
|-----------------------|---------------|--------------------------------------------|---------------------|---------------------|
| Wilmington Group, LLC | Physicians | Hillsboro Primary Care | <i>Unregistered</i> | <i>Unregistered</i> |
| Wilmington Group, LLC | Physicians | Waynesville Primary Care | <i>Unregistered</i> | <i>Unregistered</i> |
| Wilmington Group, LLC | Physicians | Wilmington Psychiatric Associates | <i>Unregistered</i> | <i>Unregistered</i> |
| Wilmington Group, LLC | Physicians | Mark Hodges, MD - Internal Medicine | <i>Unregistered</i> | <i>Unregistered</i> |
| Wilmington Group, LLC | Physicians | Maineville Family Practice | <i>Unregistered</i> | <i>Unregistered</i> |
| Wilmington Group, LLC | Physicians | Interventional Spine and Rehabilitation | <i>Unregistered</i> | <i>Unregistered</i> |
| Wilmington Group, LLC | Physicians | Waynesville Family Health Center | <i>Unregistered</i> | <i>Unregistered</i> |
| Wilmington Group, LLC | Physicians | Surgical Associates of Southwest Ohio | <i>Unregistered</i> | <i>Unregistered</i> |
| RCHP LLC | – Wilmington, | Clinton Memorial Hospital | <i>Unregistered</i> | <i>Unregistered</i> |
| RCHP LLC | – Wilmington, | Tri-County Open MRI and Medical Imaging | <i>Unregistered</i> | <i>Unregistered</i> |
| RCHP LLC | – Wilmington, | Tri-County Open MRI | <i>Unregistered</i> | <i>Unregistered</i> |
| RCHP LLC | – Wilmington, | Tri-County Medical Imaging | <i>Unregistered</i> | <i>Unregistered</i> |
| ECM LLC | Health Group, | North Alabama Diabetes & Metabolism Clinic | <i>Unregistered</i> | <i>Unregistered</i> |
| ECM LLC | Health Group, | Tennessee Valley Rheumatology | <i>Unregistered</i> | <i>Unregistered</i> |

Trademark Licenses

None.