

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM302871

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 Second 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

900287588

REEL: 005269 FRAME: 0723

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:	109405-10
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NAME OF SUBMITTER:	Jean Paterson
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SIGNATURE:	/jep/
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DATE SIGNED:	04/29/2014
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Total Attachments: 9

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EXECUTION VERSION

SECOND 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 Second Lien Administrative Agent (in such capacity, the "Second Lien Administrative Agent").

Reference is made to (a) Reference is made to (a) the Second 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 Second Lien Administrative Agent and (b) the Second Lien Collateral Agreement dated as of April 23, 2014 (as amended, supplemented or otherwise modified from time to time, the "Second Lien Collateral Agreement"), among Holdings, the Borrower, the other grantors from time to time party thereto and the Second Lien Administrative Agent. The Lenders 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 as consideration for Loans previously made. 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 Second Lien Collateral Agreement or the Credit Agreement, as applicable. The rules of construction specified in Section 1.01(b) of the Second 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 Second 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. Second Lien Collateral Agreement. The Security Interest granted to the Second Lien Administrative Agent herein is granted in furtherance, and not in limitation, of the security interests granted to the Second Lien Administrative Agent pursuant to the Second Lien Collateral Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Second Lien Administrative Agent with respect to the Trademark Collateral are more fully set forth in the Second 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 Second Lien Collateral Agreement, the terms of the Second 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 Second 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.**

SECTION 7. Notwithstanding anything herein to the contrary, the liens and security interest granted to the Second Lien Administrative Agent pursuant to this Agreement are, prior to the Discharge of Senior Obligations, expressly subordinated to those granted to the First Lien Administrative Agent pursuant to the First Lien Collateral Agreement and the exercise of any right or remedy by the Second Lien Administrative Agent hereunder are subject to the terms set forth in the Intercreditor Agreement in all respects and, in the event of any conflict between the terms and conditions of the Intercreditor Agreement and this Agreement, the terms of the Intercreditor Agreement shall govern.

[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 Second Lien Trademark Security Agreement]

TRADEMARK
REEL: 005269 FRAME: 0727

UBS AG, STAMFORD BRANCH, as Second 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

<u>Grantor</u>	<u>Mark</u>	<u>Filing Date</u>	<u>Serial Number</u>
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

<u>Grantor</u>	<u>Mark</u>	<u>Reg. Date</u>	<u>Reg. No.</u>
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

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	Unregistered	Unregistered

RCHP-Ottumwa, LLC	Multi-Specialty Clinic) 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 Asso- ciates	<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 Gastroenterolo- gy 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 Physicians Group, LLC	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 - In- ternal Medicine	<i>Unregistered</i>	<i>Unregistered</i>
Wilmington Group, LLC	Physicians	Maineville Family Prac- tice	<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 Hospi- tal	<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 Im- aging	<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 Rheu- matology	<i>Unregistered</i>	<i>Unregistered</i>

Trademark Licenses

None.