

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM327732

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Capella Healthcare, Inc.		12/31/2014	CORPORATION: DELAWARE
Muskogee Regional Medical Center, LLC		12/31/2014	LIMITED LIABILITY COMPANY: DELAWARE
Willamette Valley Medical Center, LLC		12/31/2014	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as Grantee		
Street Address:	11 MADISON AVENUE		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10010		
Entity Type:	BANK: SWITZERLAND		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	3179810	CAPELLA HEALTHCARE	
Registration Number:	4559462	EASTAR HEALTH SYSTEM	
Registration Number:	3361683	WILLAMETTE VALLEY CANCER CENTER	
Registration Number:	3314962	WILLAMETTE VALLEY CANCER FOUNDATION	
Registration Number:	3361682	WILLAMETTE VALLEY MEDICAL CENTER	
CORRESPONDENCE DATA			
Fax Number:	8668265420		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	301-638-0511		
Email:	ipresearchplus@comcast.net		
Correspondent Name:	IP Research Plus, Inc.		
Address Line 1:	21 Tadcaster Circle		
Address Line 2:	attn: Penelope J.A. Agodoa		
Address Line 4:	Waldorf, MARYLAND 20602		
ATTORNEY DOCKET NUMBER:	CRS1-39896		

OP \$140.00 3179810

NAME OF SUBMITTER:	Penelope J.A. Agodoa
SIGNATURE:	/pja/
DATE SIGNED:	12/31/2014
Total Attachments: 6 source=39896#page1.tif source=39896#page2.tif source=39896#page3.tif source=39896#page4.tif source=39896#page5.tif source=39896#page6.tif	

**GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS**

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, Capella Healthcare, Inc., a Delaware corporation with principal offices at Two Corporate Centre, 501 Corporate Centre Drive, Suite 200, Franklin, TN 37067-2662, Muskogee Regional Medical Center, LLC, a Delaware limited liability company with principal offices at Two Corporate Centre, 501 Corporate Centre Drive, Suite 200, Franklin, TN 37067-2662 and Willamette Valley Medical Center, LLC, a Delaware limited liability company with principal offices at Two Corporate Centre, 501 Corporate Centre Drive, Suite 200, Franklin, TN 37067-2662 (each, a “Grantor” and collectively, the “Grantors”), hereby grant to Credit Suisse AG, as Collateral Agent, with principal offices at Eleven Madison Avenue, New York, NY 10010 (the “Grantee”), a continuing security interest in (i) all of each Grantor’s right, title and interest in, to and under to the United States trademarks, trademark registrations, trademark applications and domain names (the “Marks”) set forth on Schedule I attached hereto, (ii) all Proceeds (as such term is defined in the Security Agreement referred to below) and products of the Marks, (iii) the goodwill of the businesses with which the Marks are associated and (iv) all causes of action arising prior to or after the date hereof for infringement of any of the Marks or unfair competition regarding the same.

Notwithstanding the foregoing, no grant of any Lien or security interest shall be deemed granted hereunder in any Excluded Collateral (as defined in the Security Agreement), including any intent-to-use trademark application prior to the filing of a “Statement of Use” or “Amendment to Allege Use” with respect thereto, to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or

enforceability of such intent-to-use trademark application under applicable federal law (it being understood that as of the date hereof, none of the Marks set forth on Schedule I constitute Excluded Collateral).

THIS GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS dated as of December 31, 2014 (this "Agreement") is made to secure the payment of all the Obligations of each Grantor, as such term is defined in the Security Agreement among the Grantors, the other grantors from time to time party thereto and the Grantee, dated as of December 31, 2014 (as amended, modified, restated and/or supplemented from time to time, the "Security Agreement"). Upon the occurrence of the Termination Date (as defined in the Security Agreement), the Grantee's security interests in the Marks shall automatically terminate and the Grantee shall execute, acknowledge, and deliver to the Grantors an instrument in writing evidencing the release of the security interest in the Marks acquired under this Agreement.

This Agreement has been granted in conjunction with the security interest granted to the Grantee under the Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are as set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Agreement are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern in all respects.

This Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts, each of which when so executed and delivered shall be original, but all of which shall together constitute one and the same instrument. Delivery

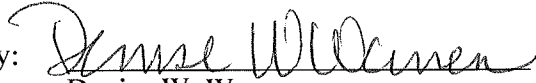
of an executed counterpart of this Agreement by facsimile or electronic mail shall be equally effective as delivery of an original executed counterpart.

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE CONSTRUED IN ACCORDANCE WITH AND BE GOVERNED BY THE LAW OF THE STATE OF NEW YORK. ANY LEGAL ACTION OR PROCEEDING WITH RESPECT TO THIS AGREEMENT OR ANY OTHER CREDIT DOCUMENT MAY BE BROUGHT IN THE COURTS OF THE STATE OF NEW YORK OR OF THE UNITED STATES FOR THE SOUTHERN DISTRICT OF NEW YORK, AND, BY EXECUTION AND DELIVERY OF THIS AGREEMENT, EACH PARTY HERETO HEREBY CONSENTS FOR ITSELF AND IN RESPECT OF ITS PROPERTY, TO THE EXCLUSIVE JURISDICTION OF THE AFORESAID COURTS. EACH PARTY HERETO HEREBY FURTHER IRREVOCABLY WAIVES TO THE EXTENT PERMITTED BY APPLICABLE LAW ANY CLAIM THAT ANY SUCH COURTS LACK JURISDICTION OVER SUCH PARTY, AND AGREES NOT TO PLEAD OR CLAIM IN ANY LEGAL ACTION OR PROCEEDING WITH RESPECT TO THIS AGREEMENT OR ANY OTHER CREDIT DOCUMENT BROUGHT IN ANY OF THE AFORESAID COURTS THAT ANY SUCH COURT LACKS JURISDICTION OVER SUCH PARTY. EACH PARTY HERETO IRREVOCABLY CONSENTS TO SERVICE OF PROCESS IN ANY ACTION OR PROCEEDING IN THE MANNER PROVIDED FOR NOTICES (OTHER THAN TELECOPIER OR OTHER ELECTRONIC TRANSMISSION) IN SECTION 13.03 OF THE CREDIT AGREEMENT. NOTHING IN THIS AGREEMENT WILL AFFECT THE RIGHT OF ANY PARTY HERETO TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY APPLICABLE LAW OR TO COMMENCE LEGAL PROCEEDINGS OR OTHERWISE PROCEED AGAINST ANY PARTY HERETO IN ANY OTHER JURISDICTION.

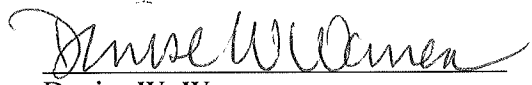
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IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement
as of the day and year first above written.

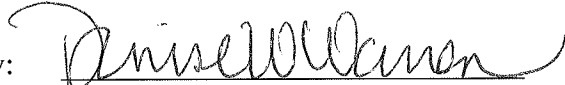
CAPELLA HEALTHCARE, INC., as Grantor

By: 
Name: Denise W. Warren
Title: Executive Vice President, Chief
Financial Officer and Treasurer

MUSKOGEE REGIONAL MEDICAL
CENTER, LLC, as Grantor

By: 
Name: Denise W. Warren
Title: Vice President and Treasurer

WILLAMETTE VALLEY MEDICAL
CENTER, LLC, as Grantor

By: 
Name: Denise W. Warren
Title: Vice President and Treasurer

**CREDIT SUISSE AG, CAYMAN ISLANDS
BRANCH, as Collateral Agent**

By: _____

Name: **BILL O'DALY**

Title: **AUTHORIZED SIGNATORY**

By: _____

Name: **D. ANDREW MALETTA**

Title: **AUTHORIZED SIGNATORY**


SCHEDULE I

Trademarks

**FEDERAL REGISTRATIONS OWNED
BY CAPELLA HEALTHCARE, INC.**

Trademark Name	Application Number	Registration Number	Renewal/Maintenance Date
CAPELLA HEALTHCARE	78/656,426	3,179,810	December 5, 2016

**FEDERAL REGISTRATIONS OWNED
BY MUSKOGEE REGIONAL MEDICAL CENTER, LLC**

Trademark Name	Application Number	Registration Number	Expiration Date
	86/103,940	4,559,462	July 1, 2019

**FEDERAL REGISTRATIONS OWNED
BY WILLAMETTE VALLEY MEDICAL CENTER, LLC**

Trademark Name	Application Number	Registration Number	Renewal/Maintenance Date
WILLAMETTE VALLEY CANCER CENTER	77/152,671	3,361,683	January 1, 2018
WILLAMETTE VALLEY CANCER FOUNDATION	77/152,723	3,314,962	October 16, 2017
WILLAMETTE VALLEY MEDICAL CENTER	77/152,663	3,361,682	January 1, 2018