

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM327767

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Muskogee Regional Medical Center, LLC		12/31/2014	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Bank of America, N.A., as Collateral Agent		
Street Address:	300 Galleria Parkway, Suite 800		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30339		
Entity Type:	National Bank: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4559462	EASTAR HEALTH SYSTEM	
CORRESPONDENCE DATA			
Fax Number:	7044448847		
<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:	212-548-2154		
Email:	ksaltrick@mcguirewoods.com		
Correspondent Name:	McGuireWoods LLP		
Address Line 1:	1345 Avenue of the Americas, 7th Floor		
Address Line 2:	Attention: Mirlande Telfort, Esq.		
Address Line 4:	New York, NEW YORK 10105-0106		
ATTORNEY DOCKET NUMBER:	2039261-0111 / TELFORT		
NAME OF SUBMITTER:	Mirlande Telfort, Esq./McGuireWoods LLP		
SIGNATURE:	/s/ Mirlande Telfort		
DATE SIGNED:	12/31/2014		
Total Attachments: 6			
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**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, **MUSKOGEE REGIONAL MEDICAL CENTER, LLC**, a Delaware limited liability company and **WILLAMETTE VALLEY MEDICAL CENTER, LLC**, a Delaware limited liability company, each with principal offices at Two Corporate Centre, 501 Corporate Center Drive, Suite 200, Franklin, Tennessee 37067-2662 (each a "Grantor" and collectively, the "Grantors"), hereby grants to **BANK OF AMERICA, N.A.** (together with its successors and assigns), as Collateral Agent, with principal offices at 300 Galleria Parkway, Suite 800, Atlanta, GA 30339 (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 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 LOAN 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 LOAN 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 14.3 OF THE LOAN 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: Denise W. Warren
Name: Denise W. Warren
Title: Executive Vice President, Chief
Financial Officer and Treasurer

MUSKOGEE REGIONAL MEDICAL
CENTER, LLC, as Grantor

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

WILLAMETTE VALLEY MEDICAL
CENTER, LLC, as Grantor

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

Signature Page to
Grant of Security Interest In United States Trademarks

TRADEMARK
REEL: 005434 FRAME: 0464

BANK OF AMERICA, N.A. as Administrative Agent,
Collateral Agent and Grantee

By: 

Name: Seth Benefield

Title: Semor Vice President

Signature Page to
Grant of Security Interest In United States Trademarks

TRADEMARK
REEL: 005434 FRAME: 0465


SCHEDULE I

Trademarks and Trademark Applications

A. 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

B. Federal Registrations owned by Muskogee Regional Medical Center, LLC

Trademark Name	Application Number	Registration Number	Renewal/Maintenance Date
 EASTAR HEALTH SYSTEM	86/103,940	4,559,462	July 1, 2019

C. 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