

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM329382

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
RegionalCare Hospital Partners Holdings, Inc.		01/15/2015	CORPORATION: DELAWARE
RCHP Billings - Missoula LLC		01/15/2015	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	UBS AG, Stamford Branch, as Second Lien Administrative Agent		
<b>Street Address:</b>	677 Washington Boulevard		
<b>City:</b>	Stamford		
<b>State/Country:</b>	CONNECTICUT		
<b>Postal Code:</b>	06901		
<b>Entity Type:</b>	Bank: UNITED STATES		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4099596	VOICES OF HOPE A COMMUNITY MEDICAL CENTE	
<b>Registration Number:</b>	4570547		
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3026365454		
<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>			
<b>Phone:</b>	800-927-9801 x 62348		
<b>Email:</b>	jpaterso@cscinfo.com		
<b>Correspondent Name:</b>	Corporation Service Company		
<b>Address Line 1:</b>	1090 Vermont Avenue NW, Suite 430		
<b>Address Line 4:</b>	Washington, D.C. 20005		
<b>ATTORNEY DOCKET NUMBER:</b>	466118-5		
<b>NAME OF SUBMITTER:</b>	Jean Paterson		
<b>SIGNATURE:</b>	/jep/		
<b>DATE SIGNED:</b>	01/20/2015		
<b>Total Attachments: 6</b>			
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SECOND LIEN TRADEMARK SECURITY AGREEMENT dated as of January 15, 2015 (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) 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 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.**

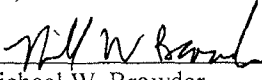
SECTION 7. Notwithstanding anything herein to the contrary, the liens and security interest granted to the Second Lien Administrative Agent pursuant to this Agreement are, prior to the Discharge of Senior Obligations, expressly subordinated to those granted to the First Lien Administrative Agent pursuant to the First Lien Collateral Agreement and the exercise of any right or remedy by the Second Lien Administrative Agent hereunder is 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.

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

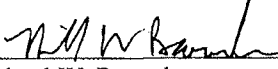
**GRANTORS:**

REGIONALCARE HOSPITAL PARTNERS  
HOLDINGS, INC.

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

**GRANTORS (continued):**

RCHP BILLINGS - MISSOULA LLC

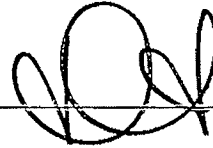
By: 

Name: Michael W. Browder

Title: Chief Financial Officer and Treasurer

UBS AG, STAMFORD BRANCH, as First Lien  
Administrative Agent

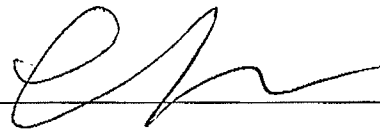
By: \_\_\_\_\_



Name:  
Title:

Darlene Arias  
Director  
Banking Products Services, US

By: \_\_\_\_\_




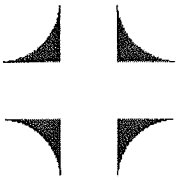
Name:  
Title:

Craig Pearson  
Associate Director  
Banking Product Services, US

Schedule I

TRADEMARKS OWNED BY GRANTOR

*Trademark Registrations*

<u>Grantor</u>	<u>Mark</u>	<u>Reg. Date.</u>	<u>Reg. No.</u>
RCHP Billings - Missoula LLC		4099596	February 14, 2012
RegionalCare Hospital Partners Holdings, Inc.		4570547	July 22, 2014

*Trademark Applications*

None.

*Trade Names Registered with the State*

<u>Grantor</u>	<u>Mark</u>	<u>Reg. Date.</u>	<u>Reg. No.</u>
RCHP Billings - Missoula LLC	COMMUNITY PHYSICIAN GROUP	September 14, 2009	A170736
RCHP Billings - Missoula LLC	FIRST CARE	March 14, 1996	A052304
RCHP Billings - Missoula LLC	NOW CARDIOLOGY	March 6, 2005	A120931
RCHP Billings - Missoula LLC	WESTERN MONTANA HEALTH INFORMATION EXCHANGE	February 14, 2011	A187388