

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM377605

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Community Medical Center, Inc.		01/15/2015	Corporation: MONTANA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	RCHP Billings - Missoula LLC		
<b>Street Address:</b>	103 Continental Place		
<b>Internal Address:</b>	Suite 200		
<b>City:</b>	Brentwood		
<b>State/Country:</b>	TENNESSEE		
<b>Postal Code:</b>	37027		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</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>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6152446804		
<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>	615-850-8491		
<b>Email:</b>	trademarkdocket@wallerlaw.com		
<b>Correspondent Name:</b>	E. Andrew Norwood		
<b>Address Line 1:</b>	c/o Waller Lansden Dortch & Davis, LLP		
<b>Address Line 2:</b>	511 Union Street, Suite 2700		
<b>Address Line 4:</b>	Nashville, TENNESSEE 37219		
<b>ATTORNEY DOCKET NUMBER:</b>	024653.62654		
<b>NAME OF SUBMITTER:</b>	E. Andrew Norwood		
<b>SIGNATURE:</b>	/E. ANDREW NORWOOD/		
<b>DATE SIGNED:</b>	03/23/2016		
<b>Total Attachments: 3</b>			
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source=RCHP Billings Bill of Sale#page2.tif			

OP \$40.00 4099596



**GENERAL ASSIGNMENT, CONVEYANCE AND BILL OF SALE**

This GENERAL ASSIGNMENT, CONVEYANCE AND BILL OF SALE (this "*Bill of Sale*") is made and entered into this 15<sup>th</sup> day of January, 2015 (the "*Closing Date*") and effective as of 12:01 a.m. on January 16, 2015, by and between Community Medical Center, Inc., a Montana corporation and tax-exempt entity pursuant to Section 501(c)(3) of the Internal Revenue Code ("*Seller*"), and RCHP Billings – Missoula LLC, a Delaware limited liability company ("*Buyer*"). Seller and Buyer may be referred to individually as a "*Party*," and collectively, as the "*Parties*." This Bill of Sale is being delivered pursuant to that certain Asset Purchase Agreement, dated as of September 4, 2014, by and among the Parties, Billings - RCHP Healthcare Holdings, LLC, Billings Clinic, RCHP-Montana, LLC and RegionalCare Hospital Partners, Inc. (the "*Agreement*"), and is subject to all of the terms and conditions thereof. Any capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Agreement.

WITNESSETH, that Seller, for good and valuable consideration as provided in the Agreement, the receipt and adequacy of which hereby are acknowledged, sell, convey, transfer and deliver to Buyer, effective as of the Closing Date, and Buyer does hereby purchase, acquire and accept, effective as of the Closing Date, Seller's Assets.

TO HAVE AND TO HOLD the Assets, rights and interests unto Buyer, its successors and assigns, to and for their use forever.

Seller shall, at Buyer's request and without further consideration, execute and deliver to Buyer such further documents, and take such further actions, as Buyer reasonably may deem to be necessary to further consummate or evidence the sale and assignment made to Buyer hereby, or to vest in Buyer all of Seller's right, title and interest in and to the Assets.

Neither the making nor the acceptance of this Bill of Sale shall constitute a waiver or release by Seller or Buyer of any rights, liabilities, duties or obligations granted to or imposed upon them by the terms of the Agreement. This Bill of Sale is delivered pursuant to the Agreement and is subject in all respects to the provisions thereof and is not meant to alter, enlarge or otherwise modify the provisions of the Agreement. Seller hereby constitutes and appoints Buyer its true and lawful attorney, with full power of substitution, in the name of Seller or otherwise, and on behalf and for the benefit of Buyer, to collect for their account the accounts receivable included in the Assets transferred hereunder, to endorse checks and other instruments related thereto, and to institute and prosecute, from time to time, in the name of Seller or otherwise, any and all actions, suits and proceedings arising from and after the date hereof which Buyer deems proper to collect, assert or enforce any claim, title, right, debt, note or actions, suits or proceedings arising from or after the date hereof with respect to such accounts receivable. Seller hereby declares that the foregoing powers are coupled with an interest and shall be irrevocable.

This Bill of Sale shall be governed by and construed in accordance with the domestic laws of the State of Montana as applied to contracts made and performed in the State of Montana.

*[SIGNATURE PAGE FOLLOWS]*

4812-7640-2717.7

**TRADEMARK**  
**REEL: 005755 FRAME: 0688**

IN WITNESS WHEREOF, the Seller has caused this Bill of Sale to be executed in multiple originals by its authorized officer.

**SELLER:**

**COMMUNITY MEDICAL CENTER, INC.**

By: *Scott M. Stearns*  
Name: Scott M. Stearns  
Title: Chair, Board of Directors

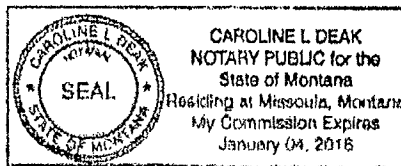
STATE OF MONTANA        )  
  ) ss.  
COUNTY OF MISSOULA    )

Before me, a Notary Public, in and for said County and State, on this 12 day of January, 2015, personally appeared Scott M. Stearns, to me known to be the person who executed the name of COMMUNITY MEDICAL CENTER, INC., a Montana corporation and tax-exempt entity pursuant to Section 501(c)(3) of the Internal Revenue Code, to the within and foregoing instrument as its Chair, Board of Directors, and acknowledged to me that he/she executed the same as his/her free and voluntary act and deed and as the free and voluntary act and deed of said company, for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

*Caroline L. Deak*  
Notary Public

My Commission Expires: 1-4-2016  
My Commission Number: \_\_\_\_\_



*County of Missoula*

[SIGNATURE PAGE TO GENERAL ASSIGNMENT, CONVEYANCE AND BILL OF SALE]