TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM382972

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Security Agreement (Notes)
SEQUENCE:	16

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
RCHP-Wilmington, LLC		04/29/2016	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Wilmington Trust, National Association, as Notes Collateral Agent
Street Address:	50 South Sixth Street, Suite 1290
City:	Minneapolis
State/Country:	MINNESOTA
Postal Code:	55402
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	2236711	CMH REGIONAL HEALTH SYSTEM
Registration Number:	3605855	
Registration Number:	3605856	THE COMPASSION TO COMFORT. THE TECHNOLOG
Registration Number:	3638235	FOSTER J. BOYD MD REGIONAL CANCER CENTER

OP $115.00 2236711

CORRESPONDENCE DATA

Fax Number: 7147558290

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.

Phone: 714-540-1235
Email: ipdocket@lw.com
Correspondent Name: Latham & Watkins LLP
Address Line 1: 650 Town Center Drive, Suite 2000
Address Line 4: Costa Mesa, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER:	045777-0046 (NOTES)
NAME OF SUBMITTER:	Anna T Kwan
SIGNATURE:	/atk/
DATE SIGNED:	05/03/2016

Total Attachments: 13
source=Project Crimson - Notes Trademark Security Agreement executed#page1.tif
source=Project Crimson - Notes Trademark Security Agreement executed#page2.tif
source=Project Crimson - Notes Trademark Security Agreement executed#page3.tif
source=Project Crimson - Notes Trademark Security Agreement executed#page4.tif
source=Project Crimson - Notes Trademark Security Agreement executed#page5.tif
source=Project Crimson - Notes Trademark Security Agreement executed#page6.tif
source=Project Crimson - Notes Trademark Security Agreement executed#page7.tif
source=Project Crimson - Notes Trademark Security Agreement executed#page8.tif
source=Project Crimson - Notes Trademark Security Agreement executed#page9.tif
source=Project Crimson - Notes Trademark Security Agreement executed#page10.tif
source=Project Crimson - Notes Trademark Security Agreement executed#page11.tif
source=Project Crimson - Notes Trademark Security Agreement executed#page12.tif
source=Project Crimson - Notes Trademark Security Agreement executed#page13.tif

Trademark Security Agreement

TRADEMARK SECURITY AGREEMENT dated as of April 29, 2016 (this "Agreement"), made by REGIONALCARE HOSPITAL PARTNERS HOLDINGS, INC., a Delaware corporation, RCHP - WILMINGTON, LLC, a Delaware limited liability company, ESSENT HEALTHCARE, INC., a Delaware corporation, RCHP - FLORENCE, LLC, a Delaware limited liability company, RCHP-OTTUMWA, LLC, a Delaware limited liability company, RCHP BILLINGS - MISSOULA LLC, a Delaware limited liability company, CAPELLA HEALTHCARE, INC., a Delaware corporation, KERSHAW HOSPITAL, LLC, a South Carolina limited liability company, and WILLAMETTE VALLEY MEDICAL CENTER, LLC, a Delaware limited liability company (each a "Pledgor"), in favor of WILMINGTON TRUST, NATIONAL ASSOCIATION, as Notes Collateral Agent (as defined below).

Reference is made to the Collateral Agreement dated as of April 29, 2016 (as amended, restated, supplemented or otherwise modified from time to time, the "Collateral Agreement"), among REGIONALCARE HOSPITAL PARTNERS HOLDINGS, INC. (the "Issuer"), and each subsidiary of the Issuer identified therein and WILMINGTON TRUST, NATIONAL ASSOCIATION, as Notes Collateral Agent (together with its successors and assigns in such capacity, the "Notes Collateral Agent"). 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 Collateral Agreement. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Agreement.

SECTION 2. ***Grant of Security Interest***. As security for the payment and performance, as applicable, in full of the Secured Obligations, each Pledgor pursuant to the Collateral Agreement did, and hereby does, grant and pledge to the Notes Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest in all of such Pledgor's right, title and interest in, to and under any and all of the following assets now owned or at any time hereafter acquired by such Pledgor or in which such Pledgor now has or at any time in the future may acquire any right, title or interest (collectively, but excluding any Excluded Property, the "IP Collateral"):

all Trademarks of the United States of America, including those listed on Schedule I;

provided, however, that the foregoing pledge, assignment and grant of security interest will not cover any "intent-to-use" applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, unless and until an Amendment to Allege Use or a Statement of Use under Sections 1(c) or 1(d) of the Lanham Act has been filed, to the extent, if any, that any assignment of an "intent-to-use" application prior to such filing would violate the Lanham Act.

SECTION 3. ***Collateral Agreement***. The security interests granted to the Notes Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Notes Collateral Agent pursuant to the Collateral Agreement. Each Pledgor hereby acknowledges and affirms that the rights and remedies of the Notes Collateral Agent with respect to the IP Collateral are more fully set forth in the 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 Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 4. ***Counterparts***. This Agreement may be executed in two or more counterparts, each of which shall constitute an original but all of which when taken together shall constitute but one contract. Delivery of an executed counterpart to this Agreement by facsimile or other electronic transmission shall be as effective as delivery of a manually signed original.

SECTION 5. ***Governing Law.*** THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO ANY PRINCIPLE OF CONFLICTS OF LAW THAT COULD REQUIRE THE APPLICATION OF ANY OTHER LAW.

[Signature Pages Follow]

TRADEMARK
REEL: 005783 FRAME: 0818

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

REGIONALCARE HOSPITAL PARTNERS HOLDINGS, INC.
RCHP - WILMINGTON, LLC
ESSENT HEALTHCARE, INC.
RCHP - FLORENCE, LLC
RCHP-OTTUMWA, LLC
RCHP BILLINGS - MISSOULA LLC

By: _____
Name: Howard T. Wall III
Title: Authorized Person

CAPELLA HEALTHCARE, INC.

By: _____
Name:
Title:

KERSHAW HOSPITAL, LLC

By: _____
Name:
Title:

WILLAMETTE VALLEY MEDICAL CENTER, LLC

By: _____
Name:
Title:

WILMINGTON TRUST, NATIONAL ASSOCIATION,
as Notes Collateral Agent

By: _____
Name: Jane Schweiger
Title: Vice President

[Signature Page to Trademark Security Agreement (Notes Facility)]

Schedule I
to Trademark Security Agreement

Trademarks Owned by Capella Healthcare, Inc.

U.S. Trademark Registrations

Trademark	**App. No.** **App. Date**	**Reg. No.** **Reg. Date**
CAPELLA HEALTHCARE	78656426 22-JUN-2005	3179810 5-DEC-2006

U.S. Trademark Applications

None.

TRADEMARK
REEL: 005783 FRAME: 0821

Trademarks Owned by Essent Healthcare, Inc.

U.S. Trademark Registrations

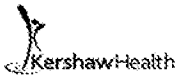
Trademark	**App. No.** **App. Date**	**Reg. No.** **Reg. Date**
ESSENT	75674106 05-APR-1999	2416480 26-DEC-2000
E ESSENT 	78785428 05-JAN-2006	3174008 21-NOV-2006

U.S. Trademark Applications

None.

Trademarks Owned by Kershaw Hospital, LLC

U.S. Trademark Registrations

Trademark	**App. No.** **App. Date**	**Reg. No.** **Reg. Date**
KERSHAWHEALTH 	77755560 09-JUN-2009	3766522 30-MAR-2010

U.S. Trademark Applications

Trademark	**App. No.** **App. Date**
KERSHAWHEALTH	86939172 14-MAR-2016

Trademarks Owned by RCHP Billings - Missoula LLC

U.S. Trademark Registrations

Trademark	**App. No.** **App. Date**	**Reg. No.** **Reg. Date**
VOICES OF HOPE A COMMUNITY MEDICAL CENTER EVENT 	77969778 26-MAR-2010	4099596 14-FEB-2012

U.S. Trademark Applications

None.

Trademarks Owned by RCHP-Florence, LLC

U.S. Trademark Registrations

None.

U.S. Trademark Applications

Trademark	**App. No.** **App. Date**
ECM ELIZA COFFEE MEMORIAL HOSPITAL 	86707835 29-JUL-2015
 SHOALS HOSPITAL	86907646 15-FEB-2016
SHOALS HOSPITAL	86907682 15-FEB-2016

Trademarks Owned by RCHP-Ottumwa, LLC

U.S. Trademark Registrations

Trademark	**App. No.** **App. Date**	**Reg. No.** **Reg. Date**
MCCREERY CANCER CENTER	78856987 07-APR-2006	3259641 03-JUL-2007
MC	78856998 07-APR-2006	3464283 08-JUL-2008

U.S. Trademark Applications

Trademark	**App. No.** **App. Date**
O OTTUMWA REGIONAL HEALTH CENTER	86708998 29-JUL-2015

Trademarks Owned by RCHP-Wilmington, LLC

U.S. Trademark Registrations

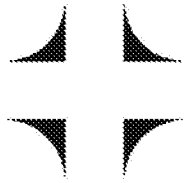
Trademark	**App. No.** **App. Date**	**Reg. No.** **Reg. Date**
CMH REGIONAL HEALTH SYSTEM 	75430701 09-FEB-1998	2236711 06-APR-1999
Design Only 	77565718 09-SEP-2008	3605855 14-APR-2009
THE COMPASSION TO COMFORT. THE TECHNOLOGY TO HEAL	77565719 09-SEP-2008	3605856 14-APR-2009
FOSTER J. BOYD MD REGIONAL CANCER CENTER	77565715 09-SEP-2008	3638235 16-JUN-2009

U.S. Trademark Applications

None.

Trademarks Owned by Regionalcare Hospital Partners Holdings, Inc.

U.S. Trademark Registrations

Trademark	**App. No.** **App. Date**	**Reg. No.** **Reg. Date**
REGIONALCARE HOSPITAL PARTNERS RegionalCare	77787652 23-JUL-2009	3874510 09-NOV-2010
Design Only 	85273279 22-MAR-2011	4570547 22-JUL-2014

U.S. Trademark Applications

Trademark	**App. No.** **App. Date**
REGIONALCARE	86648366 02-JUN-2015
REGIONAL CARE REGIONAL ncare	86895681 03-FEB-2016
RCCH HEALTHCARE PARTNERS	86946555 20-MAR-2016
RCCH HEALTH PARTNERS	86948599 22-MAR-2016

Trademarks Owned by Willamette Valley Medical Center, LLC

U.S. Trademark Registrations

Trademark	**App. No.** **App. Date**	**Reg. No.** **Reg. Date**
WILLAMETTE VALLEY CANCER FOUNDATION	77152723 10-APR-2007	3314962 16-OCT-2007
WILLAMETTE VALLEY MEDICAL CENTER	77152663 10-APR-2007	3361682 1-JAN-2008
WILLAMETTE VALLEY CANCER CENTER	77152671 10-APR-2007	3361683 1-JAN-2008

U.S. Trademark Applications

None.