

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 | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 7147558290 | | |
| <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: | 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 | | |

OP \$115.00 2236711

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.

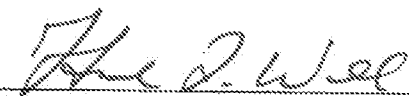
SECTION 4. *Counterparts.* This Agreement may be executed in two or more counterparts, each of which shall constitute an original but all of which when taken together shall constitute but one contract. Delivery of an executed counterpart to this Agreement by facsimile or other electronic transmission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

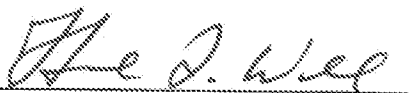
[Signature Pages Follow]

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

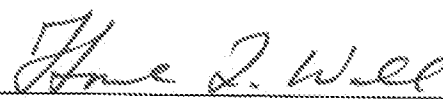
REGIONALCARE HOSPITAL PARTNERS HOLDINGS, INC.
RCHP - WILMINGTON, LLC
ESSENT HEALTHCARE, INC.
RCHP - FLORENCE, LLC
RCHP-OTTUMWA, LLC
RCHP BILLINGS - MISSOULA LLC

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

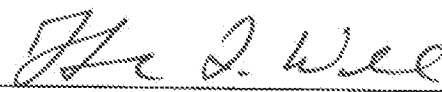
CAPELLA HEALTHCARE, INC.

By: 
Name:
Title:

KERSHAW HOSPITAL, LLC

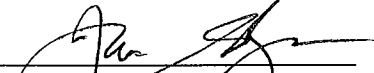
By: 
Name:
Title:

WILLAMETTE VALLEY MEDICAL CENTER, LLC

By: 
Name:
Title:

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

WILMINGTON TRUST, NATIONAL
ASSOCIATION,
as Notes Collateral Agent

By: 
Name: Jane Schweiger
Title: Vice President

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

TRADEMARK
REEL: 005783 FRAME: 0820

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.

Trademarks Owned by Essent Healthcare, Inc.

U.S. Trademark Registrations

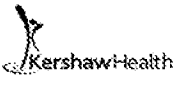
| Trademark | App. No. App. Date | Reg. No. Reg. Date |
|---|-------------------------------|-------------------------------|
| ESSENT | 75674106 05-APR-1999 | 2416480 26-DEC-2000 |
| E ESSENT  essent | 78785428 05-JAN-2006 | 3174008 21-NOV-2006 |

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


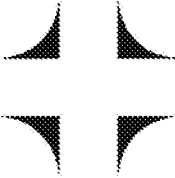
| Trademark | App. No. App. Date | Reg. No. Reg. Date |
|---|-------------------------------|-------------------------------|
| CMH REGIONAL HEALTH SYSTEM  | 75430701 09-FEB-1998 | 2236711 06-APR-1999 |
| Design Only  | 77565718 09-SEP-2008 | 3605855 14-APR-2009 |
| THE COMPASSION TO COMFORT. THE TECHNOLOGY 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  | 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  | 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.