

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM388305

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	INTELLECTUAL PROPERTY SECURITY AGREEMENT		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
LHP OPERATIONS CO., LLC		06/14/2016	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	SUNTRUST BANK		
<b>Street Address:</b>	211 Perimeter Center Parkway		
<b>Internal Address:</b>	Suite 100		
<b>City:</b>	Atlanta		
<b>State/Country:</b>	GEORGIA		
<b>Postal Code:</b>	30346		
<b>Entity Type:</b>	Bank: DELAWARE		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4109619	LHP	
<b>Registration Number:</b>	4001157	LHP LHP HOSPITAL GROUP, INC.	
<b>Registration Number:</b>	4001142		
<b>Registration Number:</b>	3922661	CULTURE COLLABORATION CAPITAL	
<b>Registration Number:</b>	3922660	LHP	
<b>Registration Number:</b>	3922659	LHP HOSPITAL GROUP, INC.	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2123108007		
<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>	212.310.8247		
<b>Email:</b>	juan.arias@weil.com		
<b>Correspondent Name:</b>	H.T. Flanagan		
<b>Address Line 1:</b>	Weil, Gotshal & Manges LLP		
<b>Address Line 2:</b>	767 Fifth Avenue		
<b>Address Line 4:</b>	New York, NEW YORK 10153		
<b>NAME OF SUBMITTER:</b>	H.T. Flanagan		
<b>SIGNATURE:</b>	/H.T. Flanagan/		

CH \$165.00 4109619

<b>DATE SIGNED:</b>	06/17/2016
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**Total Attachments: 5**

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This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of June 14, 2016 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, this "Intellectual Property Security Agreement"), is made by each of the signatories hereto (collectively, the "Grantors") in favor of SUNTRUST BANK, as administrative agent and collateral agent (in such capacities and together with its successors, the "Administrative Agent"), for the Secured Parties (as defined in the Collateral Agreement referred to below).

WHEREAS, LHP OPERATIONS CO., LLC, a Delaware limited liability company (the "Borrower"), has entered into a Credit Agreement dated as of June 14, 2016 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrower, LHP HOSPITAL GROUP, INC., a Delaware corporation ("Holdings"), the LENDERS party thereto from time to time, the Administrative Agent, the other agents party thereto and SUNTRUST ROBINSON HUMPHREY, INC., BMO CAPITAL MARKETS CORP., CITIZENS BANK, N.A. and FIFTH THIRD BANK, as joint bookrunners and joint lead arrangers;

WHEREAS, it is a condition precedent to the obligations of the Lenders to make their respective extensions of credit to the Borrower, and the Issuing Banks to issue their respective Letters of Credit under the Credit Agreement that the Grantors shall have executed and delivered that certain Guarantee and Collateral Agreement, dated as of June 14, 2016 (as amended, amended and restated, supplemented, restated or otherwise modified from time to time, the "Collateral Agreement"), to the Administrative Agent for the benefit of the Secured Parties (capitalized terms used herein but not otherwise defined herein shall have the meanings given to such terms in the Collateral Agreement); and

WHEREAS, under the terms of the Collateral Agreement, the Grantors have granted a security interest in certain property, including, without limitation, certain Intellectual Property of the Grantors, to the Administrative Agent for the benefit of the Secured Parties, and have agreed as a condition thereof to execute this Intellectual Property Security Agreement for recording with the United States Patent and Trademark Office and the United States Copyright Office, as applicable.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantors agree as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to the Administrative Agent for the benefit of the Secured Parties a security interest in and to all of such Grantor's right, title and interest in and to the following, excluding any Excluded Assets (the "Intellectual Property Collateral"), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of such Grantor's Obligations:

- (a) all Trademarks, including, without limitation, each registration and application identified in Schedule 1 attached hereto;
- (b) all Patents, including, without limitation, each issued Patent and Patent application identified in Schedule 1 attached hereto;

(c) all Copyrights, including, without limitation, each Copyright registration and application identified in Schedule 1 attached hereto;

(d) all Trade Secrets and any of the Intellectual Property Collateral under clause (a), (b) or (c) above to which any Grantor is an exclusive licensee of any United States Trademark, Patent or Copyright, as identified in Schedule 1 attached;

(e) any and all proceeds of the foregoing.

SECTION 2. Recordation. Each Grantor authorizes and requests that the Register of Copyrights and the Commissioner of Patents and Trademarks record this Intellectual Property Security Agreement.

SECTION 3. Execution in Counterparts. This Agreement may be executed in any number of counterparts (including by telecopy or other electronic transmission, including “.pdf” or “.tif” format), each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 4. Governing Law. This Intellectual Property Security Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York without regard to conflict of laws principles thereof that would require application of the laws of another state.

SECTION 5. Conflict Provision. This Intellectual Property Security Agreement has been entered into in conjunction with the provisions of the Collateral Agreement and the Credit Agreement. In the event that any provisions of this Intellectual Property Security Agreement are in conflict with the Collateral Agreement or the Credit Agreement, the provisions of the Collateral Agreement or the Credit Agreement shall govern, as applicable.

SECTION 6. Release of Security Interest. At such time as all of the Secured Obligations (as defined in the Collateral Agreement) shall have been satisfied and paid in full, the Administrative Agent shall execute and deliver to Grantors all releases, termination statements, and other instruments as may be necessary or proper to release or reflect the release of the Administrative Agent’s security interest in the Intellectual Property Collateral, upon reasonable request, and at the Grantors’ cost and expense.

*[Remainder of page intentionally left blank]*

IN WITNESS WHEREOF, each of undersigned has caused this Intellectual Property Security Agreement to be duly executed and delivered as of the date first above written.

LHP OPERATIONS CO., LLC

By:



Name: Rebecca Hurley

Title: Executive Vice President, General  
Counsel and Secretary

[Signature Page to Intellectual Property Agreement]

TRADEMARK  
REEL: 005814 FRAME: 0719



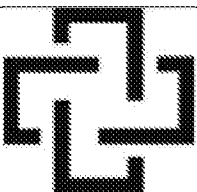
## U.S. COPYRIGHT REGISTRATIONS

None.

## U.S. PATENTS AND APPLICATIONS

None.

## U.S. TRADEMARKS AND REGISTRATIONS

Mark	Application Serial No.	Registration No.	Registration Date
 <b>LHP</b>	85074087	4109619	3/6/12
 <b>LHP</b> LHP Hospital Group, Inc.	85074166	4001157	7/26/11
	85072622	4001142	7/26/11
CULTURE COLLABORATION CAPITAL	85072609	3922661	2/22/11
LHP	85072605	3922660	2/22/11
LHP HOSPITAL GROUP, INC.	85072596	3922659	2/22/11

EXCLUSIVE LICENSES OF U.S. COPYRIGHTS, PATENTS OR TRADEMARKS  
None.

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**RECORDED: 06/17/2016**

**TRADEMARK  
REEL: 005814 FRAME: 0721**