

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM498601

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
COMMUNITY HOSPITAL OF ANDALUSIA, LLC		11/16/2018	Corporation: DELAWARE
DANVILLE REGIONAL MEDICAL CENTER, LLC		11/16/2018	Corporation: DELAWARE
LEGACY LIFEPOINT HEALTH, INC.	FORMERLY LIFEPOINT HEALTH, INC.	11/16/2018	Corporation: DELAWARE
PHC-LAS CRUCES, INC.		11/16/2018	Corporation: NEW MEXICO
PROVINCE HEALTHCARE COMPANY, LLC		11/16/2018	Limited Liability Company: DELAWARE
SUMNER REGIONAL MEDICAL CENTER, LLC		11/16/2018	Limited Liability Company: DELAWARE
ADVANTAGEPOINT HEALTH ALLIANCE, LLC		11/16/2018	Limited Liability Company: DELAWARE
PROVIDENCE HOSPITAL, LLC		11/16/2018	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	WILMINGTON TRUST, NATIONAL ASSOCIATION
Street Address:	50 South Sixth Street
Internal Address:	Suite 1290
City:	Minneapolis
State/Country:	MINNESOTA
Postal Code:	55402
Entity Type:	National Banking Association: DELAWARE

PROPERTY NUMBERS Total: 27

Property Type	Number	Word Mark
Registration Number:	5106620	
Registration Number:	5047085	
Registration Number:	5425192	SOVAH
Registration Number:	5425193	SOVAH HEALTH
Registration Number:	5482037	HEALTHYHUB
Registration Number:	3760856	LIFEPOINT
Registration Number:	3802200	LIFEPOINT

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4924289	LIFEPOINT HEALTH
Registration Number:	4924290	LIFEPOINT HEALTH
Registration Number:	4924292	LIFEPOINT HEALTH
Registration Number:	4924293	LIFEPOINT HEALTH
Registration Number:	4924294	LIFEPOINT HEALTH MAKING COMMUNITIES HEAL
Registration Number:	4924295	LIFEPOINT HEALTH MAKING COMMUNITIES HEAL
Registration Number:	2472025	LIFEPOINT HOSPITALS
Registration Number:	2472026	LIFEPOINT HOSPITALS
Registration Number:	3362916	MAKING COMMUNITIES HEALTHIER
Registration Number:	4533426	OUR PURPOSE IN LIFE IS TO SAVE YOURS
Registration Number:	5075006	
Registration Number:	3190754	M
Registration Number:	2273436	PROVINCE
Serial Number:	87549112	
Serial Number:	75450365	PROVINCE HEALTHCARE
Serial Number:	75351650	PROVINCE HEALTHCARE
Serial Number:	78680737	SUMNER REGIONAL
Serial Number:	87024888	
Serial Number:	87024892	ADVANTAGEPOINT HEALTH ALLIANCE
Serial Number:	87024882	ADVANTAGEPOINT

CORRESPONDENCE DATA

Fax Number:

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.

Email: nalbano@paulweiss.com, lfranco@paulweiss.com, aspoto@paulweiss.com

Correspondent Name: Nicole Albano

Address Line 1: Paul Weiss Rifkind Wharton & Garrison LLP

Address Line 2: 1285 Avenue of the Americas

Address Line 4: New York, NEW YORK 10019-6064

ATTORNEY DOCKET NUMBER:	21449-010
NAME OF SUBMITTER:	Nicole A. Albano
SIGNATURE:	/Nicole A. Albano/
DATE SIGNED:	11/16/2018

Total Attachments: 14

source=12430493_1_Lisbon - Trademark Security Agreement (Notes) (Executed Version)#page1.tif

source=12430493_1_Lisbon - Trademark Security Agreement (Notes) (Executed Version)#page2.tif

source=12430493_1_Lisbon - Trademark Security Agreement (Notes) (Executed Version)#page3.tif

source=12430493_1_Lisbon - Trademark Security Agreement (Notes) (Executed Version)#page4.tif

source=12430493_1_Lisbon - Trademark Security Agreement (Notes) (Executed Version)#page5.tif
source=12430493_1_Lisbon - Trademark Security Agreement (Notes) (Executed Version)#page6.tif
source=12430493_1_Lisbon - Trademark Security Agreement (Notes) (Executed Version)#page7.tif
source=12430493_1_Lisbon - Trademark Security Agreement (Notes) (Executed Version)#page8.tif
source=12430493_1_Lisbon - Trademark Security Agreement (Notes) (Executed Version)#page9.tif
source=12430493_1_Lisbon - Trademark Security Agreement (Notes) (Executed Version)#page10.tif
source=12430493_1_Lisbon - Trademark Security Agreement (Notes) (Executed Version)#page11.tif
source=12430493_1_Lisbon - Trademark Security Agreement (Notes) (Executed Version)#page12.tif
source=12430493_1_Lisbon - Trademark Security Agreement (Notes) (Executed Version)#page13.tif
source=12430493_1_Lisbon - Trademark Security Agreement (Notes) (Executed Version)#page14.tif

Trademark Security Agreement

TRADEMARK SECURITY AGREEMENT dated as of November 16, 2018 (this “Notice”), made by COMMUNITY HOSPITAL OF ANDALUSIA, LLC, a Delaware limited liability company, DANVILLE REGIONAL MEDICAL CENTER, LLC, a Delaware limited liability company, LEGACY LIFEPOINT HEALTH, INC. (f/k/a LIFEPOINT HEALTH, INC.), a Delaware corporation, PHC-LAS CRUCES, INC., a New Mexico corporation, PROVIDENCE HOSPITAL, LLC, a Delaware limited liability company, PROVINCE HEALTHCARE COMPANY, LLC, a Delaware limited liability company, SUMNER REGIONAL MEDICAL CENTER, LLC, a Delaware limited liability company, and ADVANTAGEPOINT HEALTH ALLIANCE, 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 Notice 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 Notice.

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 Notice and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 4. *Counterparts.* This Notice 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 Notice 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 Notice as of the day and year first above written.

COMMUNITY HOSPITAL OF
ANDALUSIA, LLC
DANVILLE REGIONAL MEDICAL
CENTER, LLC
PHC-LAS CRUCES, INC.
PROVIDENCE HOSPITAL, LLC
PROVINCE HEALTHCARE COMPANY,
LLC
SUMNER REGIONAL MEDICAL
CENTER, LLC
LEGACY LIFEPOINT HEALTH, INC.

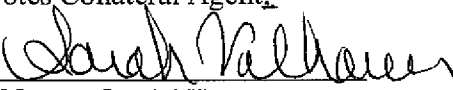
By: 
Name: Kathy Teague
Title: Secretary

ADVANTAGEPOINT HEALTH
ALLIANCE, LLC

By: 
Name: Kathy Teague
Title: Secretary

[Signature Page to Trademark Security Agreement (Notes)]

WILMINGTON TRUST, NATIONAL
ASSOCIATION,
as Notes Collateral Agent.

By: 

Name: Sarah Vilhauer

Title: Banking Officer


[Signature Page to Trademark Security Agreement (Notes)]

TRADEMARK
REEL: 006483 FRAME: 0484

Schedule I
to Trademark Security Agreement

Trademarks Owned by Community Hospital of Andalusia, LLC

U.S. Trademark Registrations



Trademark	App. No. App. Date	Reg. No. Reg. Date
	86969665 08-APR-2016	5106620 20-DEC-2016

U.S. Trademark Applications

None.

Trademarks Owned by Danville Regional Medical Center, LLC

U.S. Trademark Registrations

Trademark	App. No. App. Date	Reg. No. Reg. Date
	86864549 04-JAN-2016	5047085 20-SEP-2016
SOVAH	87480147 08-JUN-2017	5425192 13-MAR-2018
	87480152 08-JUN-2017	5425193 13-MAR-2018

U.S. Trademark Applications

None.

Trademarks Owned by Legacy LifePoint Health, Inc.¹


U.S. Trademark Registrations

Trademark	App. No. App. Date	Reg. No. Reg. Date
HEALTHYHUB	87326484 07-FEB-2017	5482037 29-MAY-2018
LIFEPOINT	77793279 30-JUL-2009	3760856 16-MAR-2010
LIFEPOINT	77793284 30-JUL-2009	3802200 15-JUN-2010
LIFEPOINT HEALTH	86599455 16-APR-2015	4924289 22-MAR-2016
LIFEPOINT HEALTH	86599463 16-APR-2015	4924290 22-MAR-2016
LIFEPOINT HEALTH	86599676 16-APR-2015	4924292 22-MAR-2016
LIFEPOINT HEALTH	86599680 16-APR-2015	4924293 22-MAR-2016
LIFEPOINT HEALTH <small>MAKING COMMUNITIES HEALTHIER</small>	86599792 16-APR-2015	4924294 22-MAR-2016

¹ **Note to Draft:** The registered owner of these trademarks is LifePoint Health, Inc. We will work to update the public records to reflect the record ownership as Legacy LifePoint Health, Inc.


Trademark	App. No. App. Date	Reg. No. Reg. Date
LIFEPOINT HEALTH <small>MAKING COMMUNITIES HEALTHIER</small>	86599797 16-APR-2015	4924295 22-MAR-2016
LIFEPOINT HOSPITALS	75602903 10-DEC-1998	2472025 24-JUL-2001
LIFEPOINT HOSPITALS	75603295 10-DEC-1998	2472026 24-JUL-2001
MAKING COMMUNITIES HEALTHIER	77008546 27-SEP-2006	3362916 01-JAN-2008
OUR PURPOSE IN LIFE IS TO SAVE YOURS	86086406 08-OCT-2013	4533426 20-MAY-2014

U.S. Trademark Applications

Trademark	App. No. App. Date
	87549112 31-JUL-2017

Trademarks Owned by PHC-Las Cruces, Inc.

U.S. Trademark Registrations


Trademark	App. No. App. Date	Reg. No. Reg. Date
	76653695 19-JAN-2006	3190754 02-JAN-2007

U.S. Trademark Applications

None.

Trademarks Owned by Providence Hospital, LLC

U.S. Trademark Registrations


Trademark	App. No. App. Date	Reg. No. Reg. Date
	86837865 03-DEC-2015	5075006 01-NOV-2016

U.S. Trademark Applications

None.

Trademarks Owned by Province Healthcare Company, LLC

U.S. Trademark Registrations

Trademark	App. No. App. Date	Reg. No. Reg. Date
PROVINCE	75351656 04-SEP-1997	2273436 31-AUG-1999
	75450365 16-MAR-1998	2305408 04-JAN-2000
PROVINCE HEALTHCARE	75351650 04-SEP-1997	2273435 31-AUG-1999

U.S. Trademark Applications

None.

Trademarks Owned by Sumner Regional Medical Center, LLC

U.S. Trademark Registrations



Trademark	App. No. App. Date	Reg. No. Reg. Date
SUMNER REGIONAL	78680737 28-JUL-2005	3195992 09-JAN-2007

U.S. Trademark Applications

None.

Trademarks Owned by AdvantagePoint Health Alliance, LLC

U.S. Trademark Registrations

Trademark	App. No. App. Date	Reg. No. Reg. Date
	87024888 04-MAY-2016	5162849 14-MAR-2017
	87024892 04-MAY-2016	5162850 14-MAR-2017
ADVANTAGEPOINT	87024882 04-MAY-2016	5162848 14-MAR-2017

U.S. Trademark Applications

None.