

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM499380

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
SEQUENCE:	1

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Capella Healthcare, LLC		11/16/2018	Limited Liability Company:
Essent Healthcare, Inc.		11/16/2018	Corporation:
Kershaw Hospital, LLC		11/16/2018	Limited Liability Company:
RCHP-Florence, LLC		11/16/2018	Limited Liability Company:
RCHP-Ottumwa, LLC		11/16/2018	Limited Liability Company:
RCHP - Wilmington, LLC		11/16/2018	Limited Liability Company:
RegionalCare Hospital Partners Holdings, Inc.		11/16/2018	Corporation:
Willamette Valley Medical Center, LLC		11/16/2018	Limited Liability Company:
Community Hospital of Andalusia, LLC		11/16/2018	Limited Liability Company:
Danville Regional Medical Center, LLC		11/16/2018	Limited Liability Company:
Legacy LifePoint Health, Inc.		11/16/2018	Corporation:
PHC-Las Cruces, Inc.		11/16/2018	Corporation:
Providence Hospital, LLC		11/16/2018	Limited Liability Company:
Province Healthcare Company, LLC		11/16/2018	Limited Liability Company:
Sumner Regional Medical Center, LLC		11/16/2018	Limited Liability Company:
AdvantagePoint Health Alliance, LLC		11/16/2018	Limited Liability Company:

RECEIVING PARTY DATA

Name:	Citibank, N.A., as Collateral Agent
Street Address:	1615 Brett Road
Internal Address:	OPS III
City:	New Castle
State/Country:	DELAWARE
Postal Code:	19720
Entity Type:	National Banking Association: DELAWARE

OP \$1290.00 3179810

PROPERTY NUMBERS Total: 51

Property Type	Number	Word Mark
Registration Number:	3179810	CAPELLA HEALTHCARE
Registration Number:	2416480	ESSENT
Registration Number:	3766522	KERSHAWHEALTH
Registration Number:	5164196	KERSHAWHEALTH
Registration Number:	4954586	ECM ELIZA COFFEE MEMORIAL HOSPITAL
Registration Number:	5053585	SHOALS HOSPITAL
Registration Number:	5053586	SHOALS HOSPITAL
Registration Number:	3259641	MCCREERY CANCER CENTER
Registration Number:	3464283	MC
Registration Number:	4967827	O OTTUMWA REGIONAL HEALTH CENTER
Registration Number:	5173052	EASY CARE WALK-IN CLINIC
Registration Number:	5173053	EASY CARE WALK-IN CLINIC
Registration Number:	5210726	EASYCARE
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
Registration Number:	3874510	REGIONALCARE HOSPITAL PARTNERS
Registration Number:	4570547	
Registration Number:	4957598	REGIONALCARE
Registration Number:	5053450	REGIONAL CARE
Registration Number:	5079811	RCCH HEALTHCARE PARTNERS
Registration Number:	3314962	WILLAMETTE VALLEY CANCER FOUNDATION
Registration Number:	3361682	WILLAMETTE VALLEY MEDICAL CENTER
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
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

TRADEMARK**REEL: 006488 FRAME: 0302**

Property Type	Number	Word Mark
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:	3190754	M
Registration Number:	5075006	
Registration Number:	2273436	PROVINCE
Registration Number:	2305408	PROVINCE HEALTHCARE
Registration Number:	2273435	PROVINCE HEALTHCARE
Registration Number:	3195992	SUMNER REGIONAL
Registration Number:	5162849	
Registration Number:	5162850	ADVANTAGEPOINT HEALTH ALLIANCE
Registration Number:	5162848	ADVANTAGEPOINT
Serial Number:	87549112	

CORRESPONDENCE DATA

Fax Number: 3129939767
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: 3128767700
Email: thomas.buettner@lw.com
Correspondent Name: Thomas J. Buettner
Address Line 1: Latham & Watkins LLP
Address Line 2: 330 North Wabash Avenue, Suite 2800
Address Line 4: Chicago, ILLINOIS 60611

ATTORNEY DOCKET NUMBER:	049133-0290
NAME OF SUBMITTER:	Thomas J. Buettner
SIGNATURE:	/tjb/
DATE SIGNED:	11/26/2018

Total Attachments: 24
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Trademark Security Agreement

TRADEMARK SECURITY AGREEMENT dated as of November 16, 2018 (this “Notice”), made by CAPELLA HEALTHCARE, LLC, a Delaware limited liability company, ESSENT HEALTHCARE, INC., a Delaware corporation, KERSHAW HOSPITAL, LLC, a South Carolina limited liability company, RCHP-FLORENCE, LLC, a Delaware limited liability company, RCHP-OTTUMWA, LLC, a Delaware limited liability company, RCHP - WILMINGTON, LLC, a Delaware limited liability company, REGIONALCARE HOSPITAL PARTNERS HOLDINGS, INC., a Delaware corporation, WILLAMETTE VALLEY MEDICAL CENTER, LLC, a Delaware limited liability company, 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 CITIBANK, N.A., as Collateral Agent (as defined below).

Reference is made to the Collateral Agreement (First Lien) dated as of November 16, 2018 (as amended, restated, supplemented or otherwise modified from time to time, the “Collateral Agreement”), among REGIONALCARE HOSPITAL PARTNERS HOLDINGS, INC. (the “Borrower”), as successor by merger on the date therein to LEGEND MERGER SUB, INC., LIFEPOINT HEALTH, INC., as co-borrower, and each subsidiary of the Borrower identified therein and CITIBANK, N.A., as Collateral Agent (together with its successors and assigns in such capacity, the “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 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 Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Collateral Agreement. Each Pledgor hereby acknowledges and affirms that the rights and remedies of the 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.

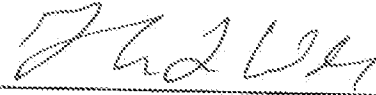
SECTION 5. *Governing Law.* THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO ANY PRINCIPLE OF CONFLICTS OF LAW THAT COULD REQUIRE THE APPLICATION OF ANY OTHER LAW.

SECTION 6. *Concerning the Collateral Agent.* CITIBANK, N.A. is entering into this Notice solely in its capacity as Collateral Agent under the Collateral Agreement and shall be entitled to all of the rights, privileges and immunities of the Collateral Agent set forth therein.

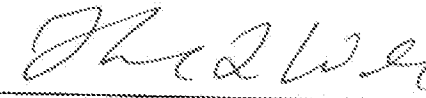
[Signature Pages Follow]

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

REGIONALCARE HOSPITAL PARTNERS
HOLDINGS, INC.

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

CAPELLA HEALTHCARE, LLC
ESSENT HEALTHCARE, INC.
KERSHAW HOSPITAL, LLC
RCHP-FLORENCE, LLC
RCHP-OTTUMWA, LLC
RCHP-WILMINGTON, LLC
WILLAMETTE VALLEY MEDICAL CENTER,
LLC

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

[Signature Page to Notice of Grant of Security Interest in Trademarks -- Term]

TRADEMARK
REEL: 006488 FRAME: 0307

LEGACY LIFEPOINT HEALTH, INC.

By: 
Name: Kathy Teague
Title: Secretary

[Signature Page to Notice of Grant of Security Interest in Trademarks – Term]


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

By: 
Name: Kathy Teague
Title: Secretary

[Signature Page to Notice of Grant of Security Interest in Trademarks -- Term]

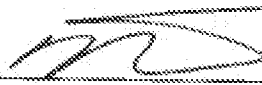
TRADEMARK
REEL: 006488 FRAME: 0309

ADVANTAGEPOINT HEALTH
ALLIANCE, LLC

By: 
Name: Kathy Feague
Title: Secretary

[Signature Page to Notice of Grant of Security Interest in Trademarks – Term]

CITIBANK, N.A.,
as Collateral Agent

By: 
Name: Michael Tortora
Title: Vice President

[Signature Page to Notice of Grant of Security Interest in Trademarks -- Term]

TRADEMARK
REEL: 006488 FRAME: 0311

Schedule I
to Trademark Security Agreement

Trademarks Owned by Capella Healthcare, LLC

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

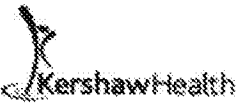
Trademark	App. No. App. Date	Reg. No. Reg. Date
ESSENT	75674106 05-APR-1999	2416480 26-DEC-2000

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
KERSHAWHEALTH	86939172 14-MAR-2016	5164196 21-MAR-2017

U.S. Trademark Applications

None.

Trademarks Owned by RCHP-Florence, LLC

U.S. Trademark Registrations





Trademark	App. No. App. Date	Reg. No. Reg. Date
ECM ELIZA COFFEE MEMORIAL HOSPITAL 	86707835 29-JUL-2015	4954586 05-MAY-2016
 SHOALS HOSPITAL	86907646 15-FEB-2016	5053585 04-OCT-2016
SHOALS HOSPITAL	86907682 15-FEB-2016	5053586 04-OCT-2016

U.S. Trademark Applications

None.

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 08-JUL-2008
MC 	78856998 07-APR-2006	3464283 08-JUL-2008
O OTTUMWA REGIONAL HEALTH CENTER 	86708998 29-JUL-2015	4967827 31-MAY-2016
EASYCARE WALK-IN CLINIC 	87025072 04-MAY-2016	5173052 23-MAY-2017
EASYCARE WALK-IN CLINIC 	87025079 04-MAY-2016	5173053 28-MAR-2017
EASYCARE	87009856 21-APR-2016	5210726 23-MAY-2017

U.S. Trademark Applications

None.

Trademarks Owned by RCHP – Wilmington, LLC

U.S. Trademark Registrations


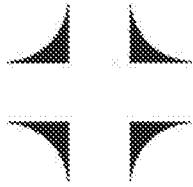

Trademark	App. No. App. Date	Reg. No. Reg. Date
CMH REGIONAL HEALTH SYSTEM 	75430701 09-FEB-1998	2236711 06-APR-1999
Design Only 	77565718 09-SEP-2008	3605855 14-APR-2009
THE COMPASSION TO COMFORT. THE TECHNOLOGY TO HEAL	77565719 09-SEP-2008	3605856 14-APR-2009
FOSTER J. BOYD MD REGIONAL CANCER CENTER	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
REGIONALCARE	86648366 02-JUN-2015	4957598 10-MAY-2016
REGIONAL CARE 	86895681 03-FEB-2016	5053450 04-OCT-2016
RCCH HEALTHCARE PARTNERS	86946555 20-MAR-2016	5079811 08-NOV-2016

U.S. Trademark Applications

None.

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

U.S. Trademark Applications

None.

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
LIFEPOINT HEALTH <small>MAKING COMMUNITIES HEALTHIER</small>	86599797 16-APR-2015	4924295 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 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
 PROVINCE HEALTHCARE	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
	<p align="center">87024888 04-MAY-2016</p>	<p align="center">5162849 14-MAR-2017</p>
<p align="center">ADVANTAGEPOINT HEALTH ALLIANCE</p> 	<p align="center">87024892 04-MAY-2016</p>	<p align="center">5162850 14-MAR-2017</p>
<p align="center">ADVANTAGEPOINT</p>	<p align="center">87024882 04-MAY-2016</p>	<p align="center">5162848 14-MAR-2017</p>

U.S. Trademark Applications

None.