

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM561946

| | | | |
|---|--|-----------------------|--|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Cappella Healthcare, LLC | | 02/13/2020 | Limited Liability Company: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | Wilmington Trust National Association, as Notes Collateral Agent | | |
| Street Address: | 50 South Sixth Street | | |
| Internal Address: | Suite 1290 | | |
| City: | Minneapolis | | |
| State/Country: | MINNESOTA | | |
| Postal Code: | 55402 | | |
| Entity Type: | National Banking Association: UNITED STATES | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3179810 | CAPELLA HEALTHCARE | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 2127514864 | | |
| <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: | 2129061216 | | |
| Email: | jessica.bajada-silva@lw.com | | |
| Correspondent Name: | Latham & Watkins LLP c/o J. Bajada-Silva | | |
| Address Line 1: | 885 Third Avenue | | |
| Address Line 4: | New York, NEW YORK 10022 | | |
| ATTORNEY DOCKET NUMBER: | 049133-0394 | | |
| NAME OF SUBMITTER: | Jessica Bajada-Silva | | |
| SIGNATURE: | /s/ Jessica Bajada-Silva | | |
| DATE SIGNED: | 02/13/2020 | | |
| Total Attachments: 33 | | | |
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Trademark Security Agreement

TRADEMARK SECURITY AGREEMENT dated as of February 13, 2020 (this “Agreement”), 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, LIFEPOINT HEALTH, 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, PHC-LAS CRUCES, INC., a New Mexico corporation, PROVIDENCE HOSPITAL, LLC, a Delaware limited liability company, SUMNER REGIONAL MEDICAL CENTER, LLC, a Delaware limited liability company, 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 February 13, 2020 (as amended, restated, supplemented or otherwise modified from time to time, the “Collateral Agreement”), among LIFEPOINT HEALTH, 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, directly or by reference, 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 when due (whether at the stated maturity, by acceleration or otherwise), as the case may be, 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”):

(i) 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 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.

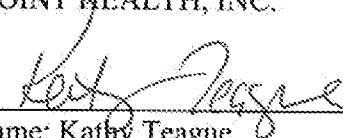
SECTION 5. Governing Law. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO ANY PRINCIPLE OF CONFLICTS OF LAW THAT COULD REQUIRE THE APPLICATION OF ANY OTHER LAW.

[Signature Pages Follow]

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

LIFEPOINT HEALTH, INC.

By: _____


Name: Kathy Teague

Title: Assistant Corporate Secretary

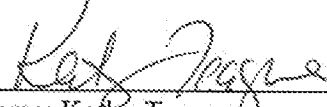
[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006863 FRAME: 0082

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

CAPELLA HEALTHCARE, LLC

By: _____


Name: Kathy Teague


Title: Secretary

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006863 FRAME: 0083

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

ESSENT HEALTHCARE, INC.

By: 
Name: Kathy Teague
Title: Secretary

[Signature Page to Trademark Security Agreement]

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

KERSHAW HOSPITAL, LLC

By: 
Name: Kathy Teague
Title: Secretary

[Signature Page to Trademark Security Agreement]

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

RCHP - FLORENCE, LLC

By: _____

Kathy Teague
Name: Kathy Teague

Title: Secretary

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006863 FRAME: 0086

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

RCHP - OTTUMWA, LLC

By: Kathy Teague

Name: Kathy Teague

Title: Secretary

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006863 FRAME: 0087

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

RCHP – WILMINGTON, LLC

By: 
Name: Kathy Teague
Title: Secretary

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006863 FRAME: 0088

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

WILLAMETTE VALLEY MEDICAL CENTER,
LLC


By: 
Name: Kathy Teague
Title: Secretary

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006863 FRAME: 0089

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

COMMUNITY HOSPITAL OF ANDALUSIA,
LLC


By: 
Name: Kathy Teague
Title: Secretary

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006863 FRAME: 0090

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

DANVILLE REGIONAL MEDICAL CENTER,
LLC

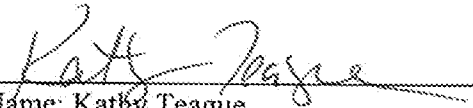
By: 
Name: Kathy Teague
Title: Secretary

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006863 FRAME: 0091

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

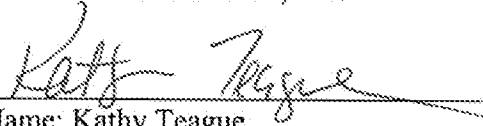
PHC-LAS CRUCES, INC.

By: 
Name: Kathy Teague
Title: Secretary

[Signature Page to Trademark Security Agreement]

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

PROVIDENCE HOSPITAL, LLC

By: 
Name: Kathy Teague
Title: Secretary

[Signature Page to Trademark Security Agreement]

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

SUMNER REGIONAL MEDICAL CENTER, LLC

By: Kathy Teague

Name: Kathy Teague


Title: Secretary

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006863 FRAME: 0094

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


ADVANTAGEPOINT HEALTH ALLIANCE,
LLC

By: 
Name: Kathy Teague
Title: Secretary

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006863 FRAME: 0095

WILMINGTON TRUST, NATIONAL
ASSOCIATION,
as Notes Collateral Agent,

By: 
Name: **Sarah Vilhauer**
Title: **Banking Officer**

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006863 FRAME: 0096

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

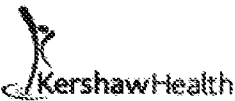
| Trademark | App. No. App. Date | Reg. No. Reg. Date |
|------------------|-------------------------------|-------------------------------|
| ESSENT | 75674106 05-APR-1999 | 2416480 26-DEC-2000 |

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 |
| NORTH ALABAMA MEDICAL CENTER  | 87612061 18-SEP-2017 | 5740644 30-APR-2019 |

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 LifePoint Health, Inc. (f/k/a 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 |
| 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 |

| Trademark | App. No. App. Date | Reg. No. Reg. Date |
|---|-------------------------------|-------------------------------|
| 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 MAKING COMMUNITIES HEALTHIER | 86599792 16-APR-2015 | 4924294 22-MAR-2016 |
| LIFEPOINT HEALTH MAKING COMMUNITIES HEALTHIER | 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 |

| Trademark | App. No. App. Date | Reg. No. Reg. Date |
|---|-------------------------|------------------------|
|  | 87549112 31-JUL-2017 | 5612977 29-NOV-2018 |
| EASYADMIT | 88511274 12-JUL-2019 | 5966766 21-JAN-2020 |

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 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 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.