

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM561959

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
RCHP-Ottumwa, 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: 6			
Property Type	Number	Word Mark	
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	
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		

CH \$165.00 3259641

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

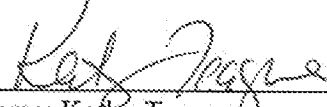
[Signature Page to Trademark Security Agreement]

TRADEMARK
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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: 0188

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]

TRADEMARK
REEL: 006863 FRAME: 0189

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: 

Name: Kathy Teague

Title: Secretary

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006863 FRAME: 0191

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

RCHP - OTTUMWA, LLC

By: 

Name: Kathy Teague

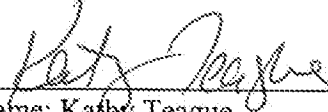
Title: Secretary

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006863 FRAME: 0192

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]

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: 0194

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]

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]

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

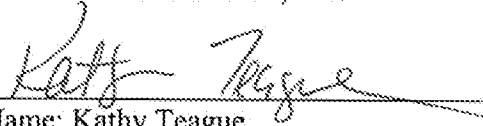
PHC-LAS CRUCES, INC.

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

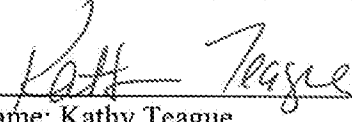
By: 
Name: Kathy Teague
Title: Secretary

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006863 FRAME: 0198

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: 
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.


ADVANTAGEPOINT HEALTH ALLIANCE,
LLC

By: 
Name: Kathy Teague
Title: Secretary

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006863 FRAME: 0200

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: 0201

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

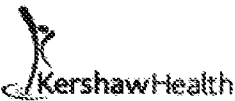
Trademark	App. No. App. Date	Reg. No. Reg. Date
ESSENT	75674106 05-APR-1999	2416480 26-DEC-2000

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


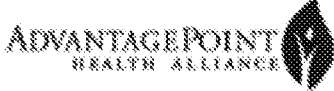
Trademark	App. No. App. Date	Reg. No. Reg. Date
SUMNER REGIONAL	78680737 28-JUL-2005	3195992 09-JAN-2007

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
	<p align="center">87024888 04-MAY-2016</p>	<p align="center">5162849 14-MAR-2017</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.