

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM565055

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
WILMINGTON TRUST, NATIONAL ASSOCIATION		02/24/2020	National Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	LIFEPOINT HEALTH, INC. (f/k/a REGIONALCARE HOSPITAL PARTNERS HOLDINGS, INC.)		
Street Address:	330 SEVEN SPRINGS WAY		
City:	BRENTWOOD		
State/Country:	TENNESSEE		
Postal Code:	37027		
Entity Type:	Corporation: DELAWARE		
Name:	RCHP - WILMINGTON, LLC		
Street Address:	330 SEVEN SPRINGS WAY		
City:	BRENTWOOD		
State/Country:	TENNESSEE		
Postal Code:	37027		
Entity Type:	Limited Liability Company: DELAWARE		
Name:	ESSENT HEALTHCARE, INC.		
Street Address:	330 SEVEN SPRINGS WAY		
City:	BRENTWOOD		
State/Country:	TENNESSEE		
Postal Code:	37027		
Entity Type:	Corporation: DELAWARE		
Name:	RCHP - FLORENCE, LLC		
Street Address:	330 SEVEN SPRINGS WAY		
City:	BRENTWOOD		
State/Country:	TENNESSEE		
Postal Code:	37027		
Entity Type:	Limited Liability Company: DELAWARE		
Name:	RCHP-OTTUMWA, LLC		
Street Address:	330 SEVEN SPRINGS WAY		
City:	BRENTWOOD		
TRADEMARK			

State/Country:	TENNESSEE
Postal Code:	37027
Entity Type:	Limited Liability Company: DELAWARE
Name:	RCHP BILLINGS - MISSOULA LLC
Street Address:	330 SEVEN SPRINGS WAY
City:	BRENTWOOD
State/Country:	TENNESSEE
Postal Code:	37027
Entity Type:	Limited Liability Company: DELAWARE
Name:	CAPELLA HEALTHCARE, INC.
Street Address:	330 SEVEN SPRINGS WAY
City:	BRENTWOOD
State/Country:	TENNESSEE
Postal Code:	37027
Entity Type:	Corporation: DELAWARE
Name:	KERSHAW HOSPITAL, LLC
Street Address:	330 SEVEN SPRINGS WAY
City:	BRENTWOOD
State/Country:	TENNESSEE
Postal Code:	37027
Entity Type:	Limited Liability Company: SOUTH CAROLINA
Name:	WILLAMETTE VALLEY MEDICAL CENTER, LLC
Street Address:	330 SEVEN SPRINGS WAY
City:	BRENTWOOD
State/Country:	TENNESSEE
Postal Code:	37027
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 25

Property Type	Number	Word Mark
Registration Number:	3179810	CAPELLA HEALTHCARE
Registration Number:	2416480	ESSENT
Registration Number:	3174008	E ESSENT
Registration Number:	3766522	KERSHAWHEALTH
Registration Number:	5164196	KERSHAWHEALTH
Registration Number:	4099596	VOICES OF HOPE A COMMUNITY MEDICAL CENTE
Registration Number:	4954586	ECM ELIZA COFFEE MEMORIAL HOSPITAL
Registration Number:	5053585	SHOALS HOSPITAL
Registration Number:	5053586	SHOALS HOSPITAL

TRADEMARK

REEL: 006881 FRAME: 0274

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:	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:	3361683	WILLAMETTE VALLEY CANCER CENTER
Serial Number:	86948599	RCCH HEALTH PARTNERS

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: skirschenheiter@paulweiss.com, aspoto@paulweiss.com,
lfranco@paulweiss.com

Correspondent Name: Sarah Kirschenheiter

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: 21449-018

NAME OF SUBMITTER: Sarah Kirschenheiter

SIGNATURE: /Sarah Kirschenheiter/

DATE SIGNED: 03/03/2020

Total Attachments: 12

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EXECUTION VERSION

**RELEASE OF
SECURITY INTEREST IN TRADEMARKS**

This RELEASE OF SECURITY INTEREST IN TRADEMARKS (this “Release”), effective as of February 24, 2020 is made by WILMINGTON TRUST, NATIONAL ASSOCIATION, in its capacity as Notes Collateral Agent (referred to herein as the “Notes Collateral Agent”), in favor of LIFEPOINT HEALTH, INC. (f/k/a REGIONALCARE HOSPITAL PARTNERS HOLDINGS, INC.), a Delaware corporation, RCHP - WILMINGTON, LLC, a Delaware limited liability company, ESSENT HEALTHCARE, INC., a Delaware corporation, RCHP - FLORENCE, LLC, a Delaware limited liability company, RCHP-OTTUMWA, LLC, a Delaware limited liability company, RCHP BILLINGS - MISSOULA LLC, a Delaware limited liability company, CAPELLA HEALTHCARE, INC., a Delaware corporation, KERSHAW HOSPITAL, LLC, a South Carolina limited liability company, and WILLAMETTE VALLEY MEDICAL CENTER, LLC, a Delaware limited liability company (each a “Pledgor” and collectively, the “Pledgors”), pursuant to that certain Collateral Agreement, dated as of April 29, 2016 (as the same may have been amended, restated, supplemented or otherwise modified from time to time, the “Collateral Agreement”), among each Pledgor, the Notes Collateral Agent and other parties thereto. Unless otherwise defined herein or the context otherwise requires, terms used in this Release, including its preamble and recitals, have the meanings provided or provided by reference in the Trademark Security Agreement (as defined below), as applicable (it being understood that, in the event of any conflict, such terms shall have the meanings provided or provided by reference in the Trademark Security Agreement).

W I T N E S S E T H:

WHEREAS, in connection with the Collateral Agreement, the Pledgors executed and delivered the Trademark Security Agreement, dated as of April 29, 2016, in favor of the Notes Collateral Agent (the “Trademark Security Agreement”);

WHEREAS, pursuant to the Collateral Agreement and the Trademark Security Agreement, as security for the payment and performance, as applicable, in full of the Secured Obligations, each Pledgor granted and pledged 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 then owned or at any time thereafter acquired by such Pledgor or in which such Pledgor then had or at any time thereafter acquired any right, title or interest (but excluding any Excluded Property): all Trademarks of the United States of America, including those listed on Schedule I attached hereto (collectively, the “Trademark Collateral”);

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office (the “USPTO”) on May 3, 2016, at Reel/Frame 5783/0877 (Capella Healthcare, Inc.), at Reel/Frame 5784/0911 (Essent Healthcare, Inc.), at Reel/Frame 5788/0275 (Kershaw Hospital, LLC), at Reel/Frame 5783/0800 (RCHP Billings-Missoula LLC), at Reel/Frame 5784/0417 (RCHP-Florence, LLC), at Reel/Frame 5784/0432 (RCHP-Ottumwa, LLC), at Reel/Frame 5783/0815 (RCHP-Wilmington, LLC), at Reel/Frame 5784/0926 (LifePoint

Health, Inc. f/k/a RegionalCare Hospital Partners Holdings, Inc.) and at Reel/Frame 5784/0941 (Willamette Valley Medical Center, LLC); and

WHEREAS, the Notes Collateral Agent has agreed to terminate and release its security interest in the Trademark Collateral and duly authorized the execution, delivery and performance of this Release.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Notes Collateral Agent hereby terminates and cancels the Trademark Security Agreement, and hereby releases, relinquishes and discharges its lien on and security interest in all of each Pledgor's right, title and interest in, to and under the Trademark Collateral, without any recourse, representation, or warranty.


The Notes Collateral Agent hereby authorizes the Pledgors, their successors or assigns (including any person or entity hereafter holding any right, title or interest in and to the Trademark Collateral) or any of its or their authorized representatives to (i) record this Release with the USPTO, (ii) file UCC financing statement amendments with the applicable filing office in order to memorialize the release of the security interest of the Notes Collateral Agent in the Trademark Collateral and/or (iii) otherwise record or file this Release in the applicable governmental office or agency. The Notes Collateral Agent further agrees to execute and deliver to the Pledgors any and all further documents and instruments, and do any and all further acts which the Pledgors (or their agents or designees) reasonably request (at the Pledgors' sole cost and expense) in order to confirm this Release and each Pledgor's right, title and interest in, to and under the Trademark Collateral.

This Release shall be governed by, and construed in accordance with, the laws of the state of New York, but giving effect to federal laws applicable to national banks.

[Signature Follows On Next Page.]

IN WITNESS WHEREOF, the Notes Collateral Agent has caused this Release to be duly executed and delivered by its officer thereunto duly authorized as of the date set forth above.

WILMINGTON TRUST, NATIONAL
ASSOCIATION,
as Notes Collateral Agent

By: 
Name: Sarah Vilhauer
Title: Banking Officer

[Signature Page – Release of Security Interest in Trademarks (Notes - RCCH)]

TRADEMARK
REEL: 006881 FRAME: 0279

Schedule I
to Release of Security Interest in Trademarks

Trademarks Owned by Capella Healthcare, Inc.

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
E ESSENT	78785428 05-JAN-2006	3174008 21-NOV-2006
		

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

U.S. Trademark Applications

None.

Trademarks Owned by RCHP Billings - Missoula LLC

U.S. Trademark Registrations



Trademark	App. No. App. Date	Reg. No. Reg. Date
VOICES OF HOPE A COMMUNITY MEDICAL CENTER EVENT	77969778 26-MAR-2010	4099596 14-FEB-2012
		

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 10-MAY-2016
 SHOALS HOSPITAL SHOALS HOSPITAL	86907646 15-FEB-2016	5053585 4-OCT-2016
	86907682 15-FEB-2016	5053586 4-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 03-JUL-2007
MC	78856998 07-APR-2006	3464283 08-JUL-2008
		
O OTTUMWA REGIONAL HEALTH CENTER	86708998 29-JUL-2015	4967827 31-MAY-2016
		

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	3874510
 RegionalCare HOSPITAL PARTNERS	23-JUL-2009	09-NOV-2010
Design Only	85273279	4570547
	22-MAR-2011	22-JUL-2014
		
REGIONALCARE	86648366	4957598
	02-JUN-2015	10-MAY-2016
REGIONAL CARE	86895681	5053450
	03-FEB-2016	4-OCT-2016
RCCH HEALTHCARE PARTNERS	86946555	5079811
	20-MAR-2016	8-NOV-2016

U.S. Trademark Applications

Trademark	App. No. App. Date
RCCH HEALTH PARTNERS	86948599
	22-MAR-2016

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
WILLAMETTE VALLEY CANCER CENTER	77152671 10-APR-2007	3361683 1-JAN-2008

U.S. Trademark Applications

None.